

ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, EXTENDING
AND EXPANDING THE TOWN'S EXTRATERRITORIAL
JURISDICTION UPON THE REQUEST OF OWNERS OF TERRITORY

WHEREAS, pursuant to the provisions of the Texas Local Government Code, Section 42.022 (b), (formerly Subsection C of Section 3 of the Municipal Annexation Act, Article 970 a, Vernons Texas Civil Statutes, as amended), the owners of all the territory described in Exhibit "A" hereto, which owners are listed in Exhibits "A-1" and "A-2" hereto, said owners being hereinafter referred to as "Petitioners", have presented to the Town of Thompsons, Texas (the "Town") a petition requesting that the Town extend and expand its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has reviewed said petition and has determined that the facts therein stated are true and correct; that Petitioners are the owners of the territory described in Exhibit "A" hereto; and that said territory is wholly contiguous to the existing extraterritorial jurisdiction of the Town; and

WHEREAS, the Town has determined that it will be in the best interests of the Town and the territory described in Exhibit "A" attached hereto if the Town extends and expands its extraterritorial jurisdiction to include such territory;

NOW, THEREFORE,

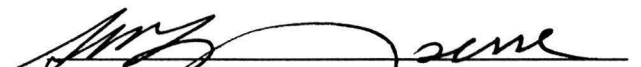
BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this ordinance are hereby found and determined to be true and correct.

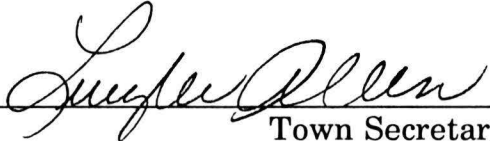
Section 2. The Town of Thompsons, Texas, hereby extends and expands its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" hereto, which exhibit is incorporated herein and made a part hereof for all purposes.

Section 3. This ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 19th day of November, 1992.


G. W. Longserre, Mayor, Town of
Thompsons, Texas

ATTEST:



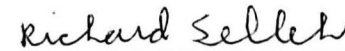
Town Secretary
Town of Thompsons, Texas

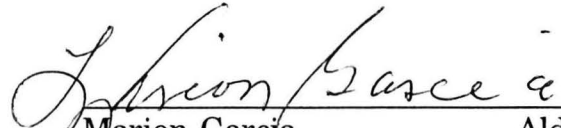
(Seal)

TOWN OF THOMPSONS, TEXAS,
ALDERMEN:


Rita Miller, Alderman


Freddie Newsome, Alderman


Richard Selleh, Alderman


Marion Garcia, Alderman


Gina S. Treadgold, Alderman

Exhibit "A" - The Territory

19254 Acres of Land, more or less, being in the following surveys: Samuel Kennedy League, Abstract #44, Robert Peebles Survey, Abstract #67, Joseph Polley Survey, Abstract #70, John Rabb Survey, Abstract #73, Charles D. Sayre Survey, Abstract #82, Philo Fairchild Survey, Abstract #24, H.A. Alsbury Survey, Abstract #102, A.J. Denson Survey, Abstract #164, Joseph Highland Survey, Abstract #204, Silas Jones Survey, Abstract #272, William W. McMahan Survey, Abstract #285, Robert Peebles Survey, Abstract #297, Nathan Peck Survey, Abstract #303, Nathan Peck Survey, Abstract #305, William J. Russell Survey, Abstract #308, Timothy Scott Survey, Abstract #320, J.M. Wade Survey, Abstract #343, Samuel Young Survey, Abstract #348, and A.P. George Survey, Abstract #754, Fort Bend County, Texas.

Begin at Plat Point #5 of the Town of Thompsons (Volume 10, Pg. 128; Commissioner's Court Minutes - January 29, 1979); said corner being the Northeast corner of the Enoch McCall, et al Tract and a Northwest corner of and Place of Beginning for this Tract;

ENCE, Easterly, along the South line of the L.M. Bukowski Tracts and North line of of the Harry Robbins 10 Acres, Juliann G. Wohiford 7.5492 Acre Tract and Julius H. Gubbels Tracts, 9100 feet, more or less, to the West bank of the Brazos River for the Northeast corner of this Tract;

THENCE, Southerly, along the West bank of the Brazos River and the East line of the Julius H. Gubbels Tracts, Ruby Collins Myers Tract, Thomas R. Booth Tract, Mary D. Booth Myers Tract, John B. Sharp, et al, George Foundation 619 Acre Tract, 1790 Acre Tract (Vol. 168, Pg. 124; Deed Records) and 3063 Acre Tract (Vol. 168, Pg. 124; Deed Records), to the Southeast corner of said George Foundation 3063 Acre Tract and the Northeast corner of the Iris Goldston, et al Call 761.83 Acre Tract; said corner being the Southerly Southeast corner of this Tract;

THENCE, Westerly, 23,330 feet, more or less, along the South line of the George Foundation 3063 Acre Tract to the Southwest corner of said 3063 Acre Tract and Northwest corner of the Michael M. Donovan Call 234.4 Acre Tract;

THENCE, Northerly, 5650 feet, more or less, along the West line of the Joseph Polley Survey, Abstract #70 and East line of the Samuel Pharr Survey, Abstract #69 and David H. Milburn Survey, Abstract #59 to the Northwest corner of the Joseph H. Polley Survey, Abstract #70;

THENCE, Westerly, 2686 feet, more or less, along the South line of the Robert Peebles Survey, Abstract #67 and North line of the David H. Milburn Survey, Abstract #59 to the Southwest corner of said Robert Peebles Survey, Abstract #67; said corner being the Southwest corner of the George Foundation 531.33 Acre Tract;

THENCE, Northerly, 3876 feet, more or less, along the West line of the Robert Peebles Survey, Abstract #67 to the Southwest corner of the F.M. Gorka 15 Acre Tract;

THENCE, Easterly, 4167 feet, more or less, along the South line of the F.M. Gorka Tract to the Southeast corner of the F.M. Gorka Tract;

THENCE, Northerly, 146.0 feet, more or less, to the Northeast corner of said F.M. Gorka Tract and the Northwest corner of the Mary Catherine Shouse White, et al 214 Acre Tract (Volume 2041, Page 1801; Deed Records);

THENCE, Easterly, 7646.0 feet, more or less, to the Northeast corner of said White, et al 214 Acre Tract;

THENCE, Southerly, 3975.0 feet, more or less, to the Southeast corner of said White, et al 214 Acre Tract and the Southwest corner of the R.E. & J.K. Wolters 1000 Acre Tract;

THENCE, Easterly, 5329.0 feet, more or less, along the South line of the Robert Peebles Survey, Abstract #67 and North line of the Joseph H. Polley Survey, Abstract #70 to the Southeast corner of the R.E. and J.K. Wolters 1000 Acre Tract and Southwest corner of the George Foundation 1790 Acre Tract;

THENCE, Northerly, 8061 feet, more or less, to the Northeast corner of said Wolters 1000 Acre Tract and Northwest corner of the George Foundation 1790 Acre Tract;

THENCE, Westerly, 16,500 feet, more or less, along the North line of the Robert Peebles Survey, Abstract #67 and South line of the John Rabb Survey, Abstract #73 to the Northwest corner of the Robert Peebles Survey, Abstract #67;

THENCE, Southerly, 1675 feet, more or less, along the West line of the Robert Peebles Survey, Abstract #67 and East line of the Timothy Scott Survey, Abstract #320 to the centerline of Big Creek for corner;

THENCE, Westerly, 9100 feet, more or less, along the centerline of Big Creek and South line of the Timothy Scott Survey, Abstract #320, William W. McMahan Survey, Abstract #285, and William J. Russell Survey, Abstract #308 to the South corner of the William McMahon Survey, Abstract #285;

THENCE, North 30 deg. West, 4215 feet, more or less, along the Northeast line of the William J. Russell Survey, Abstract #308 to the North corner of the John J. Bunting 138.6 Acre Tract;

THENCE, South 60 deg. West, 1466 feet, more or less, to the West corner of the Bunting Tract;

THENCE, South 30 deg. East, 4147 feet, more or less, along the Southwest line of the William J. Russell Tract to the South corner of the Russell Survey on the centerline of Big Creek;

THENCE, Northeasterly, along the centerline of Big Creek 800 feet, more or less, to the Northeast corner of the Herbert E. Gubbels, et al 326.1 Acre Tract;

THENCE, Southerly, 5860 feet, more or less, along the East line of the Philo Fairchild Survey, Abstract #24 and West line of the David H. Milburn Survey, Abstract #59 to the Southeast corner of the Herbert Gubbels, et al Call 100 Acre Tract;

THENCE, Westerly, 3750 feet, more or less, along the South line of the Gubbels Tract to the Southwest corner of said Herbert Gubbels, et al 100 Acre Tract;

THENCE, Northerly, to the centerline of Big Creek;

THENCE, Southwesterly, along the centerline of Big Creek, 450 feet, more or less, to the Northeast right-of-way line of State Farm Market Road #762 for corner;

THENCE, Northwesterly, at approximately 9250.0 feet, more or less, pass a point on the centerline of the G.C. & S.F. Railroad and Point of Beginning for a RAILROAD 44.0 Acre, more or less, SAVE & EXCEPT TRACT, in all 10,400 feet, more or less, along the Northeast line of State Farm Market Road No. 762 to point of curve to the right;

THENCE, Northeasterly, 7250 feet, more or less, along the Southeast line of State Farm Market Road #762 to corner;

THENCE, Southeasterly, along the Southwest line of the Freeman Booth 26 Acre Tract and Lizzie Reading 50 Acre Tract, 1640 feet, more or less, to the South corner of the Lizzie K. Reading 50 Acre Tract;

THENCE, Northeasterly, 1850 feet, more or less, to the East corner of said Lizzie K. Reading Tract;

THENCE, North 30 deg. West, 1200 feet, more or less, to the North corner of said Reading 50 Acre Tract and East corner of the Freeman Booth 26 Acre Tract;

THENCE, South 45 deg. West, 2096 feet, more or less, to the South corner of the Booth Tract and West corner of the Reading Tract;

THENCE, Northwesterly, 523 feet, more or less, along a previously described line to the Southeast line of said State Farm Market Road #762 to corner;

THENCE, Northwesterly, 2387 feet, more or less, along the Northeast line of State Farm Market Road #762 to corner;

THENCE, Easterly, 1450.86 feet, more or less, along the North line of the Silas Jones Survey, Abstract #272 to the West corner of the Mark Smith Survey, Abstract #315;

THENCE, Northeasterly, 4558.39 feet, more or less, to the North corner of said Mark Smith Survey, Abstract #315;

THENCE, Northwesterly, 142.5 feet, more or less, to corner;

THENCE, Northeasterly, 128.93 feet, more or less, to corner;

THENCE, Northwesterly, 744.85 feet, more or less, to corner;

THENCE, Northeasterly, 591.85 feet, more or less, to corner;

THENCE, Northwesterly, 173.62 feet, more or less, to the Northerly Northwest corner of the A.P. George Survey, Abstract #754 and the Southwest corner of the H.A. Alsbury Survey, Abstract #102;

THENCE, North 25 deg. East, 2173 feet, more or less, along the Southeast line of the A.D. Kelker Survey, Abstract #273 to corner;

THENCE, South 85 deg. East, 2657 feet, more or less, to corner;

THENCE, Southerly, 1744.0 feet, more or less, to corner in the South line of the H.A. Alsbury Survey, Abstract #102;

THENCE, Easterly, 700 feet, more or less, along the North line of the Joseph Highland Survey, Abstract #204 to corner;

THENCE, Southerly, 859.8 feet, more or less, to corner in the North line of the Nathan Peck Survey, Abstract #304;

THENCE, Easterly, 200 feet, more or less, to the Northeast corner of the Nathan Peck Survey, Abstract #304;

THENCE, Southerly, 1600 feet, to the Southerly Southwest corner of said Joseph Highland Survey, Abstract #204;

THENCE, Easterly, 3750 feet, more or less, along the North line of the Nathan Peck Survey, Abstract #303 to corner;

THENCE, North 0 deg. 5' 30" West, 827.78 feet, more or less, to the Northwest corner of the J.M. Wade Survey, Abstract #343 for corner;

THENCE, Easterly, 2254 feet, more or less, along the South line of the Joseph Highland Survey, Abstract #204 to corner;

THENCE, Northerly, 2508.33 feet, more or less, along the West line of Prairie Farm Road to the Northeast corner of the Joseph Highland Survey, Abstract #204;

THENCE, North 02 deg. 40' 10" West, 811.94 feet, more or less, to a point in the City Limits line of the Town of Thompsons (August 15, 1985 - 779.088 Acre Tract);

THENCE, Along the City Limits line of the Town of Thompsons with the following courses and distances:

THENCE, North 46 deg. 46' 20" East, 98.59 feet, more or less, along the Northwest line of the G.C. & S.F. Railroad to angle point;

THENCE, North 02 deg. 49' 40" West, 52.52 feet, more or less, along the West line of Prairie Road to corner;

THENCE, North 46 deg. 46' 20" East, 1853.84 feet, more or less, along the Northwest line of Prairie Road to point at the intersection of the Northwest right-of-way of Prairie Road and South right-of-way line of Smithers Lake Road;

THENCE, North 43 deg. 03' 43" East, 297.65 feet, more or less, crossing Smis Lake Road to corner;

THENCE, North 46 deg. 46' 30" East, 2311.65 feet, more or less, along the Northwest right-of-way line of Prairie Road to point of curve to the left;

THENCE, Along said curve, having a radius of 633.29 feet, central angle of 13 deg. 57' 20", a long chord with a bearing of North 03 deg. 01' 04" East, 153.87 feet for an arc distance of 154.25 feet to the point of tangency;

THENCE, North 04 deg. 07' 43" West, 1180.17 feet along the West right-of-way line of Lockwood Road to the Westerly Southwest corner of the Town of Thompsons; said corner bears South 04 deg. 07' 43" East, 1581.4 feet along the West line of Lockwood Road from the original Northwest corner of the Town of Thompsons (Volume 10, Page 128; Commissioners Court Minutes- January 29, 1979);

THENCE, Easterly, along the South line of the Town of Thompsons and the North line of the R.E. Smith Estate 526.39 Acre Tract (Volume 408, Page 72; Deed Records), 11688.0 feet, more or less to the Northeast corner of the Smith Estate Tract in the West right-of-way line of Thompsons Oilfield Road;

THENCE, Southerly along the West right-of-way line of Thompsons Dilfield Road and the East line of the Smith Estate Tract, 2032.91 feet, more or less, to the Southeast corner of said Smith Estate Tract;

THENCE, Westerly, 11544.0 feet, more or less, along the North line of the Rudolph Gubbels 100 Acre Tract, Jas. K. Wolters 250 Acre Tract and Gubbels Subdivision (Map Book 2, Page 24) to the Southwest corner of the R.E. Smith Estate 526.39 Acre Tract and Northwest corner of the F.G. Niven 8.53 Acre Lot #1 out of the Survey and Division of the Mary Gubbels Estate 53.125 Acre Tract (Volume 452, Page 462; Deed Records); said corner being in the East right-of-way line of Lockwood Road;

THENCE, Southerly, 684.81 feet, more or less, along the East line of Lockwood Road to the Southwest corner of said F.G. Niven 8.53 Acre Lot #1;

THENCE, Easterly, 6742.83 feet, more or less, along the North line of the Flavin Niven 104.90 Acre (call 125.25 Acre Tract) to the Southeast corner of the Jack Gubbels 53.25 Acre Tract and Northeast corner of the Flavin Niven Tract;

THENCE, Southerly, 689.4 feet, more or less, to the Southeast corner of said Flavin Niven Tract;

THENCE, Westerly, 1610.4 feet, more or less, to the Northeast corner of the call Julius H. Gubbels 50 Acre Tract and Northwest corner of the Jas. K. Wolters 50 Acre Tract;

THENCE, Southerly, 1352.5 feet, more or less, to the Southeast corner of the Julius H. Gubbels Tract and Southwest corner of the Jas. K. Wolters 50 Acre Tract;

THENCE Easterly, 4831.2 feet, more or less, along the North right-of-way line of Gubbels Road to the East line of the Jas. K. Wolters 100 Acre Lot No. 8 of the Gubbels Subdivision to corner;

THENCE, Northerly, 2705.0 feet, more or less, to the Northeast corner of said Lot No. 8 of the Gubbels Subdivision and Northwest corner of the Rudolph Gubbels Lot No. 7 for corner;

THENCE, Easterly, 1650.0 feet, more or less, to the Southeast corner of said R.E. Smith Estate 526.39 Acre Tract;

THENCE, Northerly, along the West right-of-way line of said road, 258 feet, more or less, to Point #10 of the Town of Thompsons;

THENCE, Along the Town of Thompsons City Limits line with the following course and distance:

THENCE, Easterly, along the North line of the Rudolph Gubbels 128.8 Acre Tract to Point #9 leaving City Limits to the Northeast corner of the Rudolph J. Gubbels 128.8 Acre Tract;

THENCE, Southerly, 2937 feet, more or less, along the East line of the Rudolph J. Gubbels 128.8 Acre Tract and West line of the R.E. and J.K. Wolters 100 Acre Tract to the North line of Gubbels Road;

THENCE, Easterly, along the South line of the R.E. and J.K. Wolters 100 Acre Tract, Pauline K. Gubbels, et al 100 Acre, Mary E. Wood, et al 28.7 Acre Tract and A.B. Riggins, et al 28.7 Acre Tract to Waters Lake Bayou;

THENCE, Northerly, along the centerline of Waters Lake Bayou and the Southwest line of the Julius H. Gubbels 52 Acre Tract to the Northwest corner of the Mary E. Wood 28.7 Acre Tract in the East line of the Pauline K. Gubbels, et al 100 Acre Tract;

THENCE, Northerly, approximately 1000 feet, more or less, to the Northwest corner of the Julius H. Gubbels 52 Acre Tract;

THENCE, Westerly, 1700 feet, more or less, to Point #6 on the original Town of Thompsons City Limits;

THENCE, Northerly, along the East line of the Enoch McCall, et al Tract to the Place of Beginning and containing approximately 19254 Acres of Land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 10.197 ACRE TRACT OF LAND, being the remainder of the Dow Chemical Company Tracts, in Lot No. 13 of the Gubbels Subdivision (Map Book 2, Page 24); Samuel Kennedy League, Abstract 44, Fort Bend County, Texas; being more particularly described as follows:

BEGIN at the Southwest corner of said Lot No. 1, said corner being the Southwest corner of the original 24 Acre Tract (Volume 96, Page 240; Deed Records);

THENCE, North 06 deg. 15' West, 733.20 feet, more or less, to the Northwest corner of the original 3.0 Acre Tract (Volume 357, Page 12; Deed Records) for the Northwest corner of this tract;

THENCE, East, 419.15 feet, more or less, to the Northwest corner of the Julius H. Gubbels 1.765 Acre Tract (Volume 1442, Page 723; Deed Records) for the Northeast corner of this tract;

THENCE, South 22 deg. 16' 13" East, 132.7 feet, more or less, to the Southwest corner of said Gubbels 1.765 Acre Tract and the Northwest corner of the Julius H. Gubbels 15.038 Acre Tract (Volume 1442, Page 723; Deed Records);

THENCE, South 36 deg. 42' 33" East, 753.79 feet, more or less, to the Southwest corner of said Gubbels 15.038 Acre Tract;

THENCE, West, 841.15 feet, more or less, along the South line of said 24 Acre Tract to the place of beginning and containing 10.197 Acres of Land, more or less.

ALSO SAVE & EXCEPT A PORTION OF THE G.C. & S.F. RAILROAD BEING 44.0 ACRES OF LAND, MORE OR LESS, and being more particularly described as follows:

Begin at a point in the Northeast right-of-way line of State Farm Market Road at its intersection with the centerline of said G.C. & S.F. Railroad at the hereinbefore described Point of Beginning bearing Northwesterly, 9250.0 feet, more or less from a corner on Big Creek;

THENCE, Northwesterly, 65.2 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 to a point for the West corner of this 44.0 Acre Tract, more or less;

THENCE, North 49deg.10' East, 3416.38 feet, more or less, along a line 65 feet distant from and parallel to the centerline of said G.C. & S.F. Railroad to a point for corner;

THENCE, South 40deg.50' East, 15.0 feet to a point for corner;

THENCE, North 49deg.10' East, 6610.75 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 28deg.42' West, 25.57 feet to a point for corner;

THENCE, North 49deg.10' East, 1917.42 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 00deg.19' West, 33.21 feet to a point for corner;

THENCE, North 49deg.10' East, 1961.49 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 06deg.28' East, 36.86 feet to a point for corner;

THENCE, North 49deg.10' East, 999.72 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 40deg.50' East, 25.0 feet to a point for corner;

THENCE, North 49deg.10' East, 1837.14 feet, more or less, to a point for the Northerly Northwest corner of this tract;

THENCE, Easterly, 152.94 feet, more or less, along the North line of the Nathan Peck Survey, Abstract #303 to a point for the Northeast corner of this tract;

THENCE, South 49deg.10' West, 1952.86 feet, more or less, along a line 50 feet distant from and parallel to the centerline of the said G.C. & S.F. Railroad to a point for corner;

THENCE, South 40deg.50' East, 25.0 feet to a point for corner;

THENCE, South 49deg.10' West, 1162.28 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 06deg.28' East, 36.86 feet to a point for corner;

THENCE, South 49deg.10' West, 1940.51 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 00deg.19' West, 33.21 feet to a point for corner;

THENCE, South 49deg.10' West, 1818.58 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 28deg.42' West, 25.57 feet to a point for corner;

THENCE, South 49deg.10' West, 6589.25 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 40deg.50' East, 15.0 feet to a point for corner;

THENCE, South 49deg.10' West, 3405.62 feet, more or less, along a line 65 feet distant from and parallel to the centerline of said Railroad to a point for the South corner of this tract;

THENCE, Northwesterly, 65.2 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 to the place of beginning and containing 44.0 Acres of Land, more or less; BEING 19,254 ACRES OF LAND, LESS 10.197 ACRES AND LESS 44.0 ACRES OF LAND, LEAVING A NET ACREAGE OF 19200 ACRES, MORE OR LESS.

EXHIBIT "A-1" - Tract Ownership by Petitioners

"A" TRACTS - THE GEORGE FOUNDATION, a Texas Charitable Trust

Joe C. Wessendorff, Trustee
R. George Molina, trustee
James D. Sartwelle, Trustee
Richard J. Trabulsi, Jr., Trustee
Robert C. Hanna, Trustee

"B" TRACTS - FREEMAN I. BOOTH MARITAL TRUST UNDER THE WILL OF
FREEMAN I. BOOTH, DECEASED

Shirley Anne Booth, Co-Trustee
David B. Booth, Co-Trustee
Julius Patrick Gubbels, Co-Trustee

"C" TRACTS - TRUSTEES UNDER THE WILL OF TOM R. BOOTH, DECEASED
OF THE TRUST CREATED UNDER ARTICLE XII OF THE WILL

Thomas W. Booth, Co-Trustee
Daniel R. Booth, Co-Trustee
Joe C. Wessendorff, Co-Trustee

"D" TRACT - Freeman Irby Cobb

"E" TRACT - JAMES WYATT MYERS ESTATE AND HEIRS

Lucian L. Morrison, Jr., Independent Co-Executor of Estate
of James Wyatt Myers, Deceased
Phyllis Myers Abercrombie, Independent Co-Executrix of
Estate of James Wyatt Myers, Deceased
Desiree Myers Becerra
Nydia Myers Duran
Rube Myers Kucera
Wyatt Ryon Myers
Hilary Myers
Andrea Myers

"F" TRACTS - MARY D. MYERS INTERESTS

August Edward Shouse
Mary Catherine Shouse White
Earl Booth Shouse

"G" TRACT - Charles Michael Scherer

EXHIBIT "A-1", PAGE 2

"H" TRACTS - GUBBELS INTERESTS

H-1 Julius Patrick Gubbels
H-2 Juliann Gubbels Wohlford
H-2 Keith Wohlford
H-3 Frances Gubbels
H-4 Hubert Earl Gubbels
H-4 Joyce Gubbels Mendel
H-5 G. W. Longserre, Co-Trustee for Candace Gubbels under
the Will of Rudolf J. Gubbels
H-5 Joe C. Wessendorff, Co-Trustee for Candace Gubbels
under the Will of Rudolf J. Gubbels

"I" TRACT

T. S. Greenwald, Jr.
Bonnie Greenwald

"J" TRACT

R. E. SMITH TESTAMENTARY TRUSTS

R. A. Seale, Jr., Successor Trustee
R. H. Skinner, Successor Trustee
J. T. Trotter, Successor Trustee

ESTATE OF VIVIAN L. SMITH

Suzanne R. Benson, Independent Executor
H. L. Brown, Jr., Independent Executor
R. A. Seale, Jr., Independent Executor
R. H. Skinner, Independent Executor
J. T. Trotter, Independent Executor

"K" TRACTS - LOCKWOOD AND SHARP INTERESTS

K-1 Ernest M. Clark, Jr., Trustee
K-2 1/2 Ernest M. Clark, Jr, Trustee
1/2 Hurley Heirs (see Exhibit "A-2" attached hereto)
K-3 1/2 Sharp Corporation
1/4 Ernest M. Clark, Jr., Trustee
1/4 Hurley Heirs (see Exhibit "A-2" attached hereto)
K-4 Sharp Corporation

EXHIBIT "A-2"

HURLEY HEIRS

Helen M. Hurley Trust (Norwest Bank, Trustee)
Linda Hurley Dotson
Edward B. Hurley
Sheila Ann Hurley Sechser
John H. Thompson Trust (Norwest Bank, Trustee)
Josephine Willford
Florence Logue, Trustee
Haroldine Moseman
Marilyn Walck
Opal Moseman Grantor Trust (Frederick C. Dockweiler, Trustee)
Anne E. Martinov
Gene T. Oglesby
Mary C. Lux
Patricia Laube
William Hoy
Paul J. Hoy
Kathleen A. Gass
Thomas J. Hoy
Mary Ellen Hoy
Joseph C. Hoy
Susan Carney
Charles H. Cory
The Enright Trust, for benefit of James J. Enright, Rita Brey,
Patricia DeSantis Gagne, and Donna C. Summers (Donna C.
Summers, Trustee)
Patricia DeSantis Gagne
Donna C. Summers
James J. Enright
Rita Brey
James Hurley
Mary Kay Hurley Mahler
Patricia Hurley Stading
Dennis Hurley
Charles B. Hurley
Jo Ann Hoeck
Paul Pack
Gerald Pack
Donald Pack
Robert Hurley
Marjorie R. Hurley Trust (Marjorie R. Hurley and Denice H.
Schrock, Co-Trustees)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Lucyille Allen, the duly appointed , qualified and acting Secretary for the Town of Thompsons, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at the regular meeting of the Board of Aldermen of the Town of Thompsons held on the date, hour, place, and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, G. W. Longserre, and Aldermen, Freddie Newsome, Gina Treadgold, Rita Miller, Richard Selleh, and Marion Garcia were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Texas.

EXECUTED under my hand and the official seal of
the Town of Thompsons, Texas, this 19 day of November
1992


SECRETARY

OF THE TOWN OF THOMPSONS, TEXAS

PETITION REQUESTING EXPANSION AND EXTENSION
OF EXTRATERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND THE BOARD OF ALDERMEN OF THE TOWN OF
THOMPSONS, TEXAS:

The undersigned owners (herein the "Petitioners"), owners of all of the territory described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Territory"), hereby petition and request the Town of Thompsons, Texas (the "Town"), to expand and extend the Town's extraterritorial jurisdiction to include all of the Territory, and would show the following:

I.

Petitioners are the owners of title to all of the land within the Territory, which land is shown on a map or plat submitted with this Petition. The map or plat shows the various component tracts of land within the Territory and contains a depiction and corresponding legend of which component tracts of land within the Territory are owned by which Petitioners. Exhibit "A-1" attached hereto contains a list of the Petitioners and corresponding legend information from the plat concerning tract ownership by the Petitioners.

II.

The Territory is wholly contiguous to the existing extraterritorial jurisdiction of the Town.

III.

Petitioners believe that none of the Territory is located within any other city's existing extraterritorial jurisdiction or city limits; however, if Petitioners are incorrect, Petitioners request that the boundaries of the Territory be revised and reformed so that none of the Territory to be included within the Town's extraterritorial jurisdiction shall be located within any other city's existing extraterritorial jurisdiction or city limits.

IV.

If any portion of this Petition is invalid or unenforceable for any reason, including but not limited to because parts of the Territory are ineligible for inclusion in the extraterritorial jurisdiction of the Town, such invalidity or unenforceability shall not affect any other provision hereof or any part of the Territory which is eligible for inclusion in the extraterritorial jurisdiction of the Town, and this Petition shall be construed as if such invalid or unenforceable provision had never been contained herein.

V.

This Petition and request is made pursuant to the provisions of the Texas Local Government Code, §42.022(b).

VI.

Petitioners believe that it will be in the best interests of Petitioners, the Territory, and the Town if the Town extends and expands its extraterritorial jurisdiction to include all of the Territory.

VII.

If this Petition is challenged prior to action being taken thereon by the Town, Petitioners agree to either: (a) pay or reimburse the Town for all costs, including legal expenses, incurred by it in addressing such challenge or; (b) withdraw the Petition. If the ordinance requested by the Petition to extend the Town's extraterritorial jurisdiction to include the Territory is adopted by the Town, and thereafter such ordinance is challenged in whole or in part, Petitioners agree to either: (a) pay or reimburse the Town for all costs, including legal expenses, incurred by it in defending the ordinance against such challenge, or; (b) give written notice to the Town that Petitioners do not desire to pay such expenses in which case Town may revoke the ordinance or take such other action as is necessary to release the Territory or portion thereof being challenged from the Town's extraterritorial jurisdiction.

VIII.

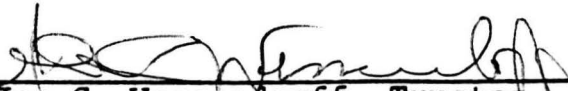
This Petition is executed by Petitioners in multiple counterparts, all of which constitute one and the same document, and the composite of said counterparts shall be considered one petition.

WHEREFORE, Petitioners pray that this petition be heard and that the Town of Thompsons, Texas duly pass and adopt an ordinance extending and expanding the Town's extraterritorial jurisdiction to include all of the Territory described in Exhibit "A" hereto.

RESPECTFULLY EXECUTED on the respective dates appearing hereinafter opposite the name and signature of each Petitioner.

THE GEORGE FOUNDATION, a Texas Charitable Trust

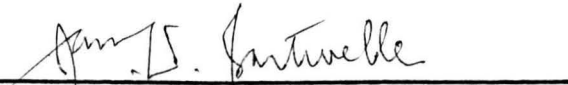
Date: 8/26/91

By: 
Joe C. Wessendorff, Trustee

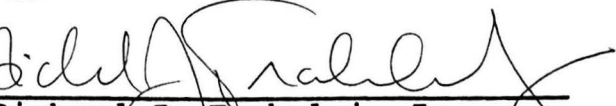
Date: 8/26/91

By: 
R. George Molina, Trustee

Date: 8/26/91

By: 
James D. Sartwelle, Trustee

Date: 8/26/91

By: 
Richard J. Trabulsi, Jr., Trustee

Date: 8/26/91

By: 
Robert C. Hanna, Trustee

FREEMAN I. BOOTH MARITAL TRUST
UNDER THE WILL OF FREEMAN I.
BOOTH, DECEASED

Date: _____

By: _____
Shirley Anne Booth,
Co-Trustee

Date: _____

By: _____
David B. Booth, Co-Trustee

Date: _____

By: _____
Julius Patrick Gubbels,
Co-Trustee

THE GEORGE FOUNDATION, a Texas Charitable Trust

Date: _____

By: _____
Joe C. Wessendorff, Trustee

Date: _____

By: _____
R. George Molina, Trustee

Date: _____

By: _____
James D. Sartwelle, Trustee

Date: _____

By: _____
Richard J. Trabulsi, Jr., Trustee

Date: _____

By: _____
Robert C. Hanna, Trustee

FREEMAN I. BOOTH MARITAL TRUST UNDER THE WILL OF FREEMAN I. BOOTH, DECEASED

Date: 8-27-91

By: Shirley Anne Booth
Shirley Anne Booth,
Co-Trustee

Date: 8-27-91

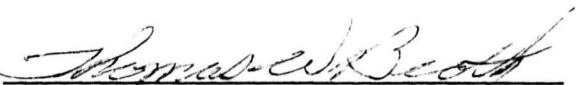
By: David B. Booth
David B. Booth, Co-Trustee

Date: 8-27-91

By: Julius Patrick Gubbels
Julius Patrick Gubbels,
Co-Trustee

TRUSTEES UNDER THE WILL OF TOM R. BOOTH, DECEASED OF THE TRUST CREATED UNDER ARTICLE XII OF THE WILL

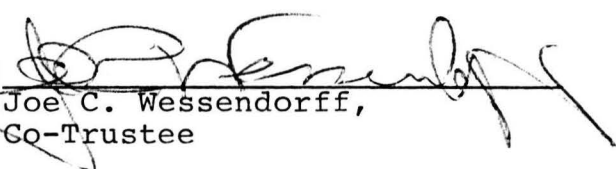
Date: 10/10/91

By: 
Thomas W. Booth, Co-Trustee

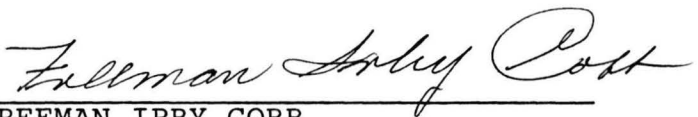
Date: 10/10/91

By: 
Daniel R. Booth, Co-Trustee

Date: 10/10/91


By: 
Joe C. Wessendorff,
Co-Trustee

Date: 11/29/91

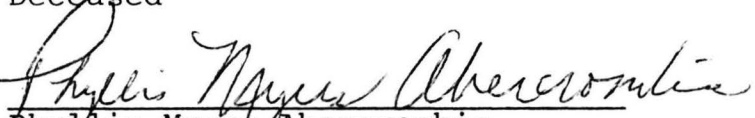

FREEMAN IRBY COBB

JAMES WYATT MYERS ESTATE AND HEIRS

Date: 1-22-92


Lucian L. Morrison, Jr.,
Independent Co-Executor of the
Estate of James Wyatt Myers,
Deceased

Date: 12/5/91


Phyllis Myers Abercrombie,
Independent Co-Executrix of the
Estate of James Wyatt Myers,
Deceased

Date: 1/22/92


DESIREE MYERS BECERRA

Date: January 22, 1992

Nydia Myers Duran
NYDIA MYERS DURAN

Date: 22 December, 1991

Ruby Myers Kucera
RUBY MYERS KUCERA

Date: 22 December, 1991

Wyatt Ryon Myers
WYATT RYON MYERS

Date: 12/22/91

Hilary Myers
HILARY MYERS

Date: 22 December, 1991

Andrea Myers
ANDREA MYERS

MARY D. MYERS INTERESTS

Date: _____

AUGUST EDWARD SHOUSE

Date: _____

MARY CATHERINE SHOUSE WHITE

Date: _____

EARL BOOTH SHOUSE

Date: NOVEMBER 26, 1991

Charles Michael Scherer
CHARLES MICHAEL SCHERER

Date: _____

NYDIA MYERS DURAN

Date: _____

RUBY MYERS KUCERA

Date: _____

WYATT RYON MYERS

Date: _____

HILARY MYERS

Date: _____

ANDREA MYERS

MARY D. MYERS INTERESTS

Date: 22/Dec/91

August Edward Shouse
AUGUST EDWARD SHOUSE

Date: December 22, 1991

Mary Catherine Shouse White
MARY CATHERINE SHOUSE WHITE

Date: 22-DEC-91

Earl Booth Shouse
EARL BOOTH SHOUSE

Date: _____

CHARLES MICHAEL SCHERER

GUBBELS INTERESTS

Date: 8-27-91

Julius Patrick Gubbels
JULIUS PATRICK GUBBELS

Date: 9-24-91

Juliana Gubbels Wohlford
JULIANN GUBBELS WOHLFORD

Date: 9-24-91

Keith Wohlford
KEITH WOHLFORD

Date: 9/12/91

Frances Gubbels
FRANCES GUBBELS

Date: 9/4/91

Hubert Earl Gubbels
HUBERT EARL GUBBELS

Date: 9/9/91

Joyce Gubbels Mendel
JOYCE GUBBELS MENDEL

Date: 12/17/91

G. W. Longserre
G. W. LONGSERRE, CO-TRUSTEE FOR
CANDACE GUBBELS UNDER THE WILL
OF RUDOLF J. GUBBELS

Date: 10/20/91

Joe C. Wessendorff
JOE C. WESSENDORFF, CO-TRUSTEE
FOR CANDACE GUBBELS UNDER THE
WILL OF RUDOLF J. GUBBELS

Date: 11/7/91

T. S. Greenwald, Jr.
T. S. GREENWALD, JR.

Date: 11/7/91

Bonnie Greenwald
BONNIE GREENWALD

R. E. SMITH TESTAMENTARY TRUSTS

Date: October 22, 1991

By: *R.A. Seale*
R. A. SEALE, JR., Successor
Trustee

Date: October 28, 1991

By: *R.H. Skinner*
R. H. SKINNER, Successor
Trustee

Date: October 22, 1991

By: *J.T. Trotter*
J. T. TROTTER, Successor
Trustee

ESTATE OF VIVIAN L. SMITH

Date: October 22, 1991

By: *Suzanne R. Benson* *wj*
SUZANNE R. BENSON,
Independent Executor

Date: October 22, 1991

By: *H.L. Brown, Jr.*
H. L. BROWN, JR., Independent
Executor

Date: October 22, 1991

By: *R.A. Seale*
R. A. SEALE, JR., Independent
Executor

Date: October 28, 1991

By: *R.H. Skinner*
R. H. SKINNER, Independent
Executor

Date: October 22, 1991

By: *J.T. Trotter*
J. T. TROTTER, Independent
Executor

Pages 8 through 27, inclusive, are reserved for various members and entities of Lockwood and Sharp Interests. To facilitate and expedite signatures, a separate page will be used for each signature. To minimize copying expense, however, signature pages 8 through 27 are not included with this counterpart. However, a complete list of individuals and entities comprising the Lockwood and Sharp Interests is included in Exhibit "A-1" attached hereto.

BUTLER & BINION

A REGISTERED LIMITED LIABILITY PARTNERSHIP

SUITE 1600
1000 LOUISIANA

HOUSTON, TEXAS 77002-5093

(713) 237-3111

TELECOPIER (713) 237-3202

WASHINGTON, D.C.
(202) 466-6900

DALLAS
(214) 220-3100

SAN ANTONIO
(512) 227-2200

ATTORNEYS AT LAW

—
RICHARD SNELL
PARTNER
(713) 237-3260

November 16, 1992

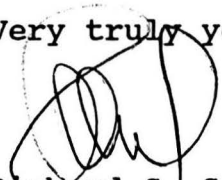
Mr. Jack H. Moore
Lytle & Moore, LLP
301 South 9th Street
Suite 210
Richmond, Texas 77469

Re: Lockwood and Sharp Interests - Extraterritorial
Jurisdiction of the Town of Thompsons

Dear Jack:

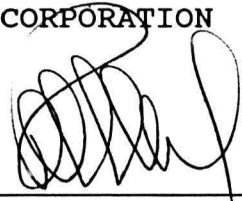
Pursuant to your request, this will confirm my conversation with you that I represent or act in some capacity for the Lockwood and Sharp interests, and that Earnest M. Clark, Jr., Trustee, the Hurley Heirs and the Sharp Corporation all signed the petition to be included into the Extraterritorial Jurisdiction of the Town of Thompsons between January 1, 1992 and June 30, 1992. If you need any additional information or have any questions, please call.

Very truly yours,


Richard S. Snell

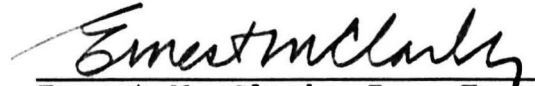
RSSN:mg
Enclosures
1192\rssn\Moore.ltr

SHARP CORPORATION

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke on the right side.

By: _____
Its President

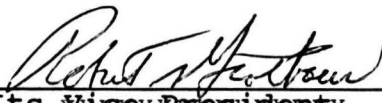
CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

A handwritten signature in cursive script, appearing to read "Ernest M. Clark, Jr.", written in black ink.

Ernest M. Clark, Jr., Trustee

**CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE**

HELEN M. HURLEY TRUST
By NORWEST BANK, Trustee

By: 
Its ~~Vice President~~
Robert S. Grothaus
Sr. Trust Officer

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

LINDA HURLEY DOTSON
EDWARD B. HURLEY

By: Sheila Ann Hurley Sechser
SHEILA ANN HURLEY SECHSER,
Attorney-in-Fact

Sheila Ann Hurley Sechser
SHEILA ANN HURLEY SECHSER

Margie A. Smithey
MARGIE A. SMITHEY
My Commission Expires October 30, 1992

**CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE**

JOHN H. THOMPSON TRUST
By NORWEST BANK, Trustee

By: 
Its Sr. Trust ~~President~~
Officer

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

JOSEPHINE WILLFORD
FLORENCE LOGUE, TRUSTEE
HAROLDINE MOSEMAN

By: 

GENE T. OGLESBY, Attorney-
in-Fact

By: *Marilyn Walck*


MARILYN WALCK, Attorney-in-
Fact

Marilyn Walck

MARILYN WALCK

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE


OPAL MOSEMAN GRANTOR TRUST

By: 
FREDERICK C. DOCKWEILER,
Trustee

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE


ANN E. MARTINOV

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE



GENE T. OGLESBY

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

MARY C. LUX
PATRICIA LAUBE
WILLIAM HOY
PAUL J. HOY
KATHLEEN A. GASS
THOMAS J. HOY
MARY ELLEN HOY
JOSEPH C. HOY

By: Susan E. Carney
SUSAN E. CARNEY, Attorney-
in-Fact

Susan Carney
SUSAN CARNEY

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

Charles H. Cory
CHARLES H. CORY

**CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE**

Donna C. Summers

**DONNA C. SUMMERS, TRUSTEE OF
THE ENRIGHT TRUST FOR THE
BENEFIT OF: JAMES J. ENRIGHT,
RITA BREY, PATRICIA DESANTIS
GAGNE AND DONNA C. SUMMERS**

Donna C. Summers

DONNA C. SUMMERS

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

Patricia DeSantis Gagne
PATRICIA DeSANTIS GAGNE

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE



JAMES J. ENRIGHT



(Individual)
STATE OF CALIFORNIA

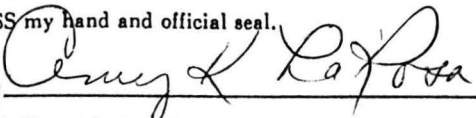
COUNTY OF RIVERSIDE } SS.

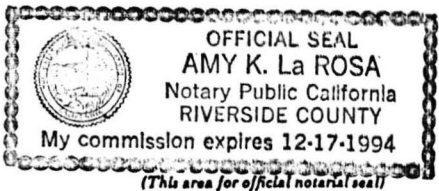
On January 30, 1992 before me, the undersigned a Notary Public in and for said State.

personally appeared J. Enright
JAMES J. ENRIGHT

_____, (known to me)

(or proved to me on the basis of satisfactory evidence) to be the person _____ whose name s are subscribed to the
within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

AMY K. LA ROSA



CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE


RITA BREY

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

JAMES HURLEY
MARY KAY HURLEY MAHLER
PATRICIA HURLEY STADING

By: 
DENNIS HURLEY, Attorney-in-
Fact


DENNIS HURLEY


CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

Charles B Hurley
CHARLES B. HURLEY

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE


JO ANN HOECK

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE



PAUL PACK

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE



GERALD PACK

**CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE**

Donald Pack

DONALD PACK

**CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE**

Robert Hurley

ROBERT HURLEY

CITY OF THOMPSON EXTRATERRITORIAL
JURISDICTION SIGNATURE PAGE

MARJORIE R. HURLEY TRUST

By: *Marjorie R. Hurley*
MARJORIE R. HURLEY, TRUSTEE

By: *Denice H. Schrock Trustee*
DENICE H. SCHROCK, TRUSTEE

Exhibit "A" - The Territory

19254 Acres of Land, more or less, being in the following surveys: Samuel Kennedy League, Abstract #44, Robert Peebles Survey, Abstract #67, Joseph Polley Survey, Abstract #70, John Rabb Survey, Abstract #73, Charles D. Sayre Survey, Abstract #82, Philo Fairchild Survey, Abstract #24, H.A. Alsbury Survey, Abstract #102, A.J. Denson Survey, Abstract #164, Joseph Highland Survey, Abstract #204, Silas Jones Survey, Abstract #272, William W. McMahan Survey, Abstract #285, Robert Peebles Survey, Abstract #297, Nathan Peck Survey, Abstract #303, Nathan Peck Survey, Abstract #305, William J. Russell Survey, Abstract #308, Timothy Scott Survey, Abstract #320, J.M. Wade Survey, Abstract #343, Samuel Young Survey, Abstract #348, and A.P. George Survey, Abstract #754, Fort Bend County, Texas.

Begin at Plat Point #5 of the Town of Thompsons (Volume 10, Pg. 128; Commissioner's Court Minutes - January 29, 1979); said corner being the Northeast corner of the Enoch McCall, et al Tract and a Northwest corner of and Place of Beginning for this Tract;

ENCE, Easterly, along the South line of the L.M. Bukowski Tracts and North line of of the Harry Robbins 10 Acres, Juliann G. Wohiford 7.5492 Acre Tract and Julius H. Gubbels Tracts, 9100 feet, more or less, to the West bank of the Brazos River for the Northeast corner of this Tract;

THENCE, Southerly, along the West bank of the Brazos River and the East line of the Julius H. Gubbels Tracts, Ruby Collins Myers Tract, Thomas R. Booth Tract, Mary D. Booth Myers Tract, John B. Sharp, et al, George Foundation 619 Acre Tract, 1790 Acre Tract (Vol. 168, Pg. 124; Deed Records) and 3063 Acre Tract (Vol. 168, Pg. 124; Deed Records), to the Southeast corner of said George Foundation 3063 Acre Tract and the Northeast corner of the Iris Goldston, et al Call 761.83 Acre Tract; said corner being the Southerly Southeast corner of this Tract;

THENCE, Westerly, 23,330 feet, more or less, along the South line of the George Foundation 3063 Acre Tract to the Southwest corner of said 3063 Acre Tract and Northwest corner of the Michael M. Donovan Call 234.4 Acre Tract;

THENCE, Northerly, 5650 feet, more or less, along the West line of the Joseph Polley Survey, Abstract #70 and East line of the Samuel Pharr Survey, Abstract #69 and David H. Milburn Survey, Abstract #59 to the Northwest corner of the Joseph H. Polley Survey, Abstract #70;

THENCE, Westerly, 2686 feet, more or less, along the South line of the Robert Peebles Survey, Abstract #67 and North line of the David H. Milburn Survey, Abstract #59 to the Southwest corner of said Robert Peebles Survey, Abstract #67; said corner being the Southwest corner of the George Foundation 531.33 Acre Tract;

THENCE, Northerly, 3876 feet, more or less, along the West line of the Robert Peebles Survey, Abstract #67 to the Southwest corner of the F.M. Gorka 15 Acre Tract;

THENCE, Easterly, 4167 feet, more or less, along the South line of the F.M. Gorka Tract to the Southeast corner of the F.M. Gorka Tract;

THENCE, Northerly, 146.0 feet, more or less, to the Northeast corner of said F.M. Gorka Tract and the Northwest corner of the Mary Catherine Shouse White, et al 214 Acre Tract (Volume 2041, Page 1801; Deed Records);

THENCE, Easterly, 7646.0 feet, more or less, to the Northeast corner of said White, et al 214 Acre Tract;

THENCE, Southerly, 3975.0 feet, more or less, to the Southeast corner of said White, et al 214 Acre Tract and the Southwest corner of the R.E. & J.K. Wolters 1000 Acre Tract;

THENCE, Easterly, 5329.0 feet, more or less, along the South line of the Robert Peebles Survey, Abstract #67 and North line of the Joseph H. Polley Survey, Abstract #70 to the Southeast corner of the R.E. and J.K. Wolters 1000 Acre Tract and Southwest corner of the George Foundation 1790 Acre Tract;

THENCE, Northerly, 8061 feet, more or less, to the Northeast corner of said Wolters 1000 Acre Tract and Northwest corner of the George Foundation 1790 Acre Tract;

THENCE, Westerly, 16,500 feet, more or less, along the North line of the Robert Peebles Survey, Abstract #67 and South line of the John Rabb Survey, Abstract #73 to the Northwest corner of the Robert Peebles Survey, Abstract #67;

THENCE, Southerly, 1675 feet, more or less, along the West line of the Robert Peebles Survey, Abstract #67 and East line of the Timothy Scott Survey, Abstract #320 to the centerline of Big Creek for corner;

THENCE, Westerly, 9100 feet, more or less, along the centerline of Big Creek and South line of the Timothy Scott Survey, Abstract #320, William W. McMahan Survey, Abstract #285, and William J. Russell Survey, Abstract #308 to the South corner of the William McMahon Survey, Abstract #285;

THENCE, North 30 deg. West, 4215 feet, more or less, along the Northeast line of the William J. Russell Survey, Abstract #308 to the North corner of the John J. Bunting 138.6 Acre Tract;

THENCE, South 60 deg. West, 1466 feet, more or less, to the West corner of the Bunting Tract;

THENCE, South 30 deg. East, 4147 feet, more or less, along the Southwest line of the William J. Russell Tract to the South corner of the Russell Survey on the centerline of Big Creek;

THENCE, Northeasterly, along the centerline of Big Creek 800 feet, more or less, to the Northeast corner of the Herbert E. Gubbels, et al 326.1 Acre Tract;

THENCE, Southerly, 5860 feet, more or less, along the East line of the Philo Fairchild Survey, Abstract #24 and West line of the David H. Milburn Survey, Abstract #59 to the Southeast corner of the Herbert Gubbels, et al Call 100 Acre Tract;

THENCE, Westerly, 3750 feet, more or less, along the South line of the Gubbels Tract to the Southwest corner of said Herbert Gubbels, et al 100 Acre Tract;

THENCE, Northerly, to the centerline of Big Creek;

THENCE, Southwesterly, along the centerline of Big Creek, 450 feet, more or less, to the Northeast right-of-way line of State Farm Market Road #762 for corner;

THENCE, Northwesterly, at approximately 9250.0 feet, more or less, pass a point on the centerline of the G.C. & S.F. Railroad and Point of Beginning for a RAILROAD 44.0 Acre, more or less, SAVE & EXCEPT TRACT, in all 10,400 feet, more or less, along the Northeast line of State Farm Market Road No. 762 to point of curve to the right;

THENCE, Northeasterly, 7250 feet, more or less, along the Southeast line of State Farm Market Road #762 to corner;

THENCE, Southeasterly, along the Southwest line of the Freeman Booth 26 Acre Tract and Lizzie Reading 50 Acre Tract, 1640 feet, more or less, to the South corner of the Lizzie K. Reading 50 Acre Tract;

THENCE, Northeasterly, 1850 feet, more or less, to the East corner of said Lizzie K. Reading Tract;

THENCE, North 30 deg. West, 1200 feet, more or less, to the North corner of said Reading 50 Acre Tract and East corner of the Freeman Booth 26 Acre Tract;

HENCE, South 45 deg. West, 2096 feet, more or less, to the South corner of the Booth Tract and West corner of the Reading Tract;

THENCE, Northwesterly, 523 feet, more or less, along a previously described line to the Southeast line of said State Farm Market Road #762 to corner;

THENCE, Northwesterly, 2387 feet, more or less, along the Northeast line of State Farm Market Road #762 to corner;

THENCE, Easterly, 1450.86 feet, more or less, along the North line of the Silas Jones Survey, Abstract #272 to the West corner of the Mark Smith Survey, Abstract #315;

THENCE, Northeasterly, 4558.39 feet, more or less, to the North corner of said Mark Smith Survey, Abstract #315;

THENCE, Northwesterly, 142.5 feet, more or less, to corner;

THENCE, Northeasterly, 128.93 feet, more or less, to corner;

THENCE, Northwesterly, 744.85 feet, more or less, to corner;

THENCE, Northeasterly, 591.85 feet, more or less, to corner;

HENCE, Northwesterly, 173.62 feet, more or less, to the Northerly Northwest corner of the A.P. George Survey, Abstract #754 and the Southwest corner of the H.A. Alsbury Survey, Abstract #102;

THENCE, North 25 deg. East, 2173 feet, more or less, along the Southeast line of the A.D. Kelker Survey, Abstract #273 to corner;

THENCE, South 85 deg. East, 2657 feet, more or less, to corner;

THENCE, Southerly, 1744.0 feet, more or less, to corner in the South line of the H.A. Alsbury Survey, Abstract #102;

THENCE, Easterly, 700 feet, more or less, along the North line of the Joseph Highland Survey, Abstract #204 to corner;

THENCE, Southerly, 859.8 feet, more or less, to corner in the North line of the Nathan Peck Survey, Abstract #304;

THENCE, Easterly, 200 feet, more or less, to the Northeast corner of the Nathan Peck Survey, Abstract #304;

THENCE, Southerly, 1600 feet, to the Southerly Southwest corner of said Joseph Highland Survey, Abstract #204;

THENCE, Easterly, 3750 feet, more or less, along the North line of the Nathan Peck Survey, Abstract #303 to corner;

HENCE, North 0 deg. 5' 30" West, 827.78 feet, more or less, to the Northwest corner of the J.M. Wade Survey, Abstract #343 for corner;

THENCE, Easterly, 2254 feet, more or less, along the South line of the Joseph Highland Survey, Abstract #204 to corner;

THENCE, Northerly, 2508.33 feet, more or less, along the West line of Prairie Farm Road to the Northeast corner of the Joseph Highland Survey, Abstract #204;

THENCE, North 02 deg. 40' 10" West, 811.94 feet, more or less, to a point in the City Limits line of the Town of Thompsons (August 15, 1985 - 779.088 Acre Tract);

THENCE, Along the City Limits line of the Town of Thompsons with the following courses and distances:

THENCE, North 46 deg. 46' 20" East, 98.59 feet, more or less, along the Northwest line of the G.C. & S.F. Railroad to angle point;

THENCE, North 02 deg. 49' 40" West, 52.52 feet, more or less, along the West line of Prairie Road to corner;

THENCE, North 46 deg. 46' 20" East, 1853.84 feet, more or less, along the Northwest line of Prairie Road to point at the intersection of the Northwest right-of-way of Prairie Road and South right-of-way line of Smithers Lake Road;

THENCE, North 43 deg. 03' 43" East, 297.65 feet, more or less, crossing Smis Lake Road to corner;

THENCE, North 46 deg. 46' 30" East, 2311.65 feet, more or less, along the Northwest right-of-way line of Prairie Road to point of curve to the left;

THENCE, Along said curve, having a radius of 633.29 feet, central angle of 13 deg. 57' 20", a long chord with a bearing of North 03 deg. 01' 04" East, 153.87 feet for an arc distance of 154.25 feet to the point of tangency;

THENCE, North 04 deg. 07' 43" West, 1180.17 feet along the West right-of-way line of Lockwood Road to the Westerly Southwest corner of the Town of Thompsons; said corner bears South 04 deg. 07' 43" East, 1581.4 feet along the West line of Lockwood Road from the original Northwest corner of the Town of Thompsons (Volume 10, Page 128; Commissioners Court Minutes- January 29, 1979);

THENCE, Easterly, along the South line of the Town of Thompsons and the North line of the R.E. Smith Estate 526.39 Acre Tract (Volume 408, Page 72; Deed Records), 11688.0 feet, more or less to the Northeast corner of the Smith Estate Tract in the West right-of-way line of Thompsons Oilfield Road;

THENCE, Southerly along the West right-of-way line of Thompsons Oilfield Road and the East line of the Smith Estate Tract, 2032.91 feet, more or less, to the Southeast corner of said Smith Estate Tract;

THENCE, Westerly, 11544.0 feet, more or less, along the North line of the Rudolph Gubbels 100 Acre Tract, Jas. K. Wolters 250 Acre Tract and Gubbels Subdivision (Map Book 2, Page 24) to the Southwest corner of the R.E. Smith Estate 526.39 Acre Tract and Northwest corner of the F.G. Niven 8.53 Acre Lot #1 out of the Survey and Division of the Mary Gubbels Estate 53.125 Acre Tract (Volume 452, Page 462; Deed Records); said corner being in the East right-of-way line of Lockwood Road;

THENCE, Southerly, 684.81 feet, more or less, along the East line of Lockwood Road to the Southwest corner of said F.G. Niven 8.53 Acre Lot #1;

THENCE, Easterly, 6742.83 feet, more or less, along the North line of the Flavin Niven 104.90 Acre (call 125.25 Acre Tract) to the Southeast corner of the Jack Gubbels 53.25 Acre Tract and Northeast corner of the Flavin Niven Tract;

THENCE, Southerly, 689.4 feet, more or less, to the Southeast corner of said Flavin Niven Tract;

THENCE, Westerly, 1610.4 feet, more or less, to the Northeast corner of the call Julius H. Gubbels 50 Acre Tract and Northwest corner of the Jas. K. Wolters 50 Acre Tract;

THENCE, Southerly, 1352.5 feet, more or less, to the Southeast corner of the Julius H. Gubbels Tract and Southwest corner of the Jas. K. Wolters 50 Acre Tract;

THENCE Easterly, 4831.2 feet, more or less, along the North right-of-way line of Gubbels Road to the East line of the Jas. K. Wolters 100 Acre Lot No. 8 of the Gubbels Subdivision to corner;

THENCE, Northerly, 2705.0 feet, more or less, to the Northeast corner of said Lot No. 8 of the Gubbels Subdivision and Northwest corner of the Rudolph Gubbels Lot No. 7 for corner;

THENCE, Easterly, 1650.0 feet, more or less, to the Southeast corner of said R.E. Smith Estate 526.39 Acre Tract;

THENCE, Northerly, along the West right-of-way line of said road, 258 feet, more or less, to Point #10 of the Town of Thompsons;

THENCE, Along the Town of Thompsons City Limits line with the following course and distance:

THENCE, Easterly, along the North line of the Rudolph Gubbels 128.8 Acre Tract to Point #9 leaving City Limits to the Northeast corner of the Rudolph J. Gubbels 128.8 Acre Tract;

THENCE, Southerly, 2937 feet, more or less, along the East line of the Rudolph J. Gubbels 128.8 Acre Tract and West line of the R.E. and J.K. Wolters 100 Acre Tract to the North line of Gubbels Road;

THENCE, Easterly, along the South line of the R.E. and J.K. Wolters 100 Acre Tract, Pauline K. Gubbels, et al 100 Acre, Mary E. Wood, et al 28.7 Acre Tract and A.B. Riggins, et al 28.7 Acre Tract to Waters Lake Bayou;

THENCE, Northerly, along the centerline of Waters Lake Bayou and the Southwest line of the Julius H. Gubbels 52 Acre Tract to the Northwest corner of the Mary E. Wood 28.7 Acre Tract in the East line of the Pauline K. Gubbels, et al 100 Acre Tract;

THENCE, Northerly, approximately 1000 feet, more or less, to the Northwest corner of the Julius H. Gubbels 52 Acre Tract;

THENCE, Westerly, 1700 feet, more or less, to Point #6 on the original Town of Thompsons City Limits;

THENCE, Northerly, along the East line of the Enoch McCall, et al Tract to the Place of Beginning and containing approximately 19254 Acres of Land, more or less.

SAVE AND EXCEPT THE FOLLOWING DESCRIBED 10.197 ACRE TRACT OF LAND, being the remainder of the Dow Chemical Company Tracts, in Lot No. 13 of the Gubbels Subdivision (Map Book 2, Page 24); Samuel Kennedy League, Abstract 44, Fort Bend County, Texas; being more particularly described as follows:

BEGIN at the Southwest corner of said Lot No. 1, said corner being the Southwest corner of the original 24 Acre Tract (Volume 96, Page 240; Deed Records);

THENCE, North 06 deg. 15' West, 733.20 feet, more or less, to the Northwest corner of the original 3.0 Acre Tract (Volume 357, Page 12; Deed Records) for the Northwest corner of this tract;

THENCE, East, 419.15 feet, more or less, to the Northwest corner of the Julius H. Gubbels 1.765 Acre Tract (Volume 1442, Page 723; Deed Records) for the Northeast corner of this tract;

THENCE, South 22 deg. 16' 13" East, 132.7 feet, more or less, to the Southwest corner of said Gubbels 1.765 Acre Tract and the Northwest corner of the Julius H. Gubbels 15.038 Acre Tract (Volume 1442, Page 723; Deed Records);

THENCE, South 36 deg. 42' 33" East, 753.79 feet, more or less, to the Southwest corner of said Gubbels 15.038 Acre Tract;

THENCE, West, 841.15 feet, more or less, along the South line of said 24 Acre Tract to the place of beginning and containing 10.197 Acres of Land, more or less.

ALSO SAVE & EXCEPT A PORTION OF THE G.C. & S.F. RAILROAD BEING 44.0 ACRES OF LAND, MORE OR LESS, and being more particularly described as follows:

Begin at a point in the Northeast right-of-way line of State Farm Market Road at its intersection with the centerline of said G.C. & S.F. Railroad at the hereinbefore described Point of Beginning bearing Northwesterly, 9250.0 feet, more or less from a corner on Big Creek;

THENCE, Northwesterly, 65.2 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 to a point for the West corner of this 44.0 Acre Tract, more or less;

THENCE, North 49deg.10' East, 3416.38 feet, more or less, along a line 65 feet distant from and parallel to the centerline of said G.C. & S.F. Railroad to a point for corner;

THENCE, South 40deg.50' East, 15.0 feet to a point for corner;

THENCE, North 49deg.10' East, 6610.75 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 28deg.42' West, 25.57 feet to a point for corner;

THENCE, North 49deg.10' East, 1917.42 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 00deg.19' West, 33.21 feet to a point for corner;

THENCE, North 49deg.10' East, 1961.49 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 06deg.28' East, 36.86 feet to a point for corner;

THENCE, North 49deg.10' East, 999.72 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 40deg.50' East, 25.0 feet to a point for corner;

THENCE, North 49deg.10' East, 1837.14 feet, more or less, to a point for the Northerly Northwest corner of this tract;

THENCE, Easterly, 152.94 feet, more or less, along the North line of the Nathan Peck Survey, Abstract #303 to a point for the Northeast corner of this tract;

THENCE, South 49deg.10' West, 1952.86 feet, more or less, along a line 50 feet distant from and parallel to the centerline of the said G.C. & S.F. Railroad to a point for corner;

THENCE, South 40deg.50' East, 25.0 feet to a point for corner;

THENCE, South 49deg.10' West, 1162.28 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 06deg.28' East, 36.86 feet to a point for corner;

THENCE, South 49deg.10' West, 1940.51 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 00deg.19' West, 33.21 feet to a point for corner;

THENCE, South 49deg.10' West, 1818.58 feet, more or less, along a line 75 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, North 28deg.42' West, 25.57 feet to a point for corner;

THENCE, South 49deg.10' West, 6589.25 feet, more or less, along a line 50 feet distant from and parallel to the centerline of said Railroad to a point for corner;

THENCE, South 40deg.50' East, 15.0 feet to a point for corner;

THENCE, South 49deg.10' West, 3405.62 feet, more or less, along a line 65 feet distant from and parallel to the centerline of said Railroad to a point for the South corner of this tract;

THENCE, Northwesterly, 65.2 feet, more or less, along the Northeast right-of-way line of State Farm Market Road No. 762 to the place of beginning and containing 44.0 Acres of Land, more or less; BEING 19,254 ACRES OF LAND, LESS 10.197 ACRES AND LESS 44.0 ACRES OF LAND, LEAVING A NET ACREAGE OF 19200 ACRES, MORE OR LESS.

EXHIBIT "A-1" - Tract Ownership by Petitioners

"A" TRACTS - THE GEORGE FOUNDATION, a Texas Charitable Trust

Joe C. Wessendorff, Trustee
R. George Molina, trustee
James D. Sartwelle, Trustee
Richard J. Trabulsi, Jr., Trustee
Robert C. Hanna, Trustee

"B" TRACTS - FREEMAN I. BOOTH MARITAL TRUST UNDER THE WILL OF
FREEMAN I. BOOTH, DECEASED

Shirley Anne Booth, Co-Trustee
David B. Booth, Co-Trustee
Julius Patrick Gubbels, Co-Trustee

"C" TRACTS - TRUSTEES UNDER THE WILL OF TOM R. BOOTH, DECEASED
OF THE TRUST CREATED UNDER ARTICLE XII OF THE WILL

Thomas W. Booth, Co-Trustee
Daniel R. Booth, Co-Trustee
Joe C. Wessendorff, Co-Trustee

"D" TRACT - Freeman Irby Cobb

"E" TRACT - JAMES WYATT MYERS ESTATE AND HEIRS

Lucian L. Morrison, Jr., Independent Co-Executor of Estate
of James Wyatt Myers, Deceased
Phyllis Myers Abercrombie, Independent Co-Executrix of
Estate of James Wyatt Myers, Deceased
Desiree Myers Becerra
Nydia Myers Duran
Rubye Myers Kucera
Wyatt Ryon Myers
Hilary Myers
Andrea Myers

"F" TRACTS - MARY D. MYERS INTERESTS

August Edward Shouse
Mary Catherine Shouse White
Earl Booth Shouse

"G" TRACT - Charles Michael Scherer

"H" TRACTS - GUBBELS INTERESTS

H-1 Julius Patrick Gubbels
H-2 Juliann Gubbels Wohlford
H-2 Keith Wohlford
H-3 Frances Gubbels
H-4 Hubert Earl Gubbels
H-4 Joyce Gubbels Mendel
H-5 G. W. Longserre, Co-Trustee for Candace Gubbels under
the Will of Rudolf J. Gubbels
H-5 Joe C. Wessendorff, Co-Trustee for Candace Gubbels
under the Will of Rudolf J. Gubbels

"I" TRACT

T. S. Greenwald, Jr.
Bonnie Greenwald

"J" TRACT

R. E. SMITH TESTAMENTARY TRUSTS

R. A. Seale, Jr., Successor Trustee
R. H. Skinner, Successor Trustee
J. T. Trotter, Successor Trustee

ESTATE OF VIVIAN L. SMITH

Suzanne R. Benson, Independent Executor
H. L. Brown, Jr., Independent Executor
R. A. Seale, Jr., Independent Executor
R. H. Skinner, Independent Executor
J. T. Trotter, Independent Executor

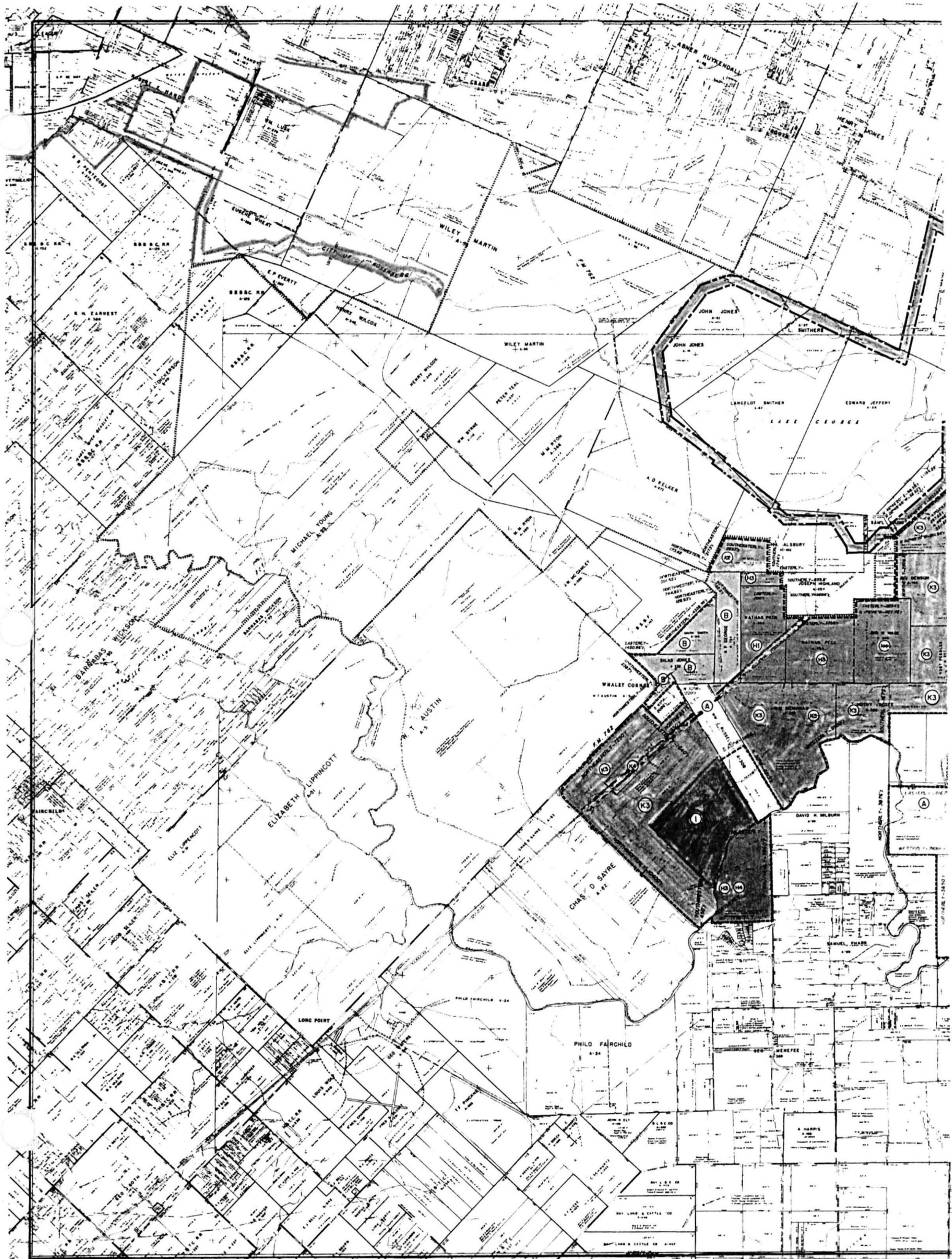
"K" TRACTS - LOCKWOOD AND SHARP INTERESTS

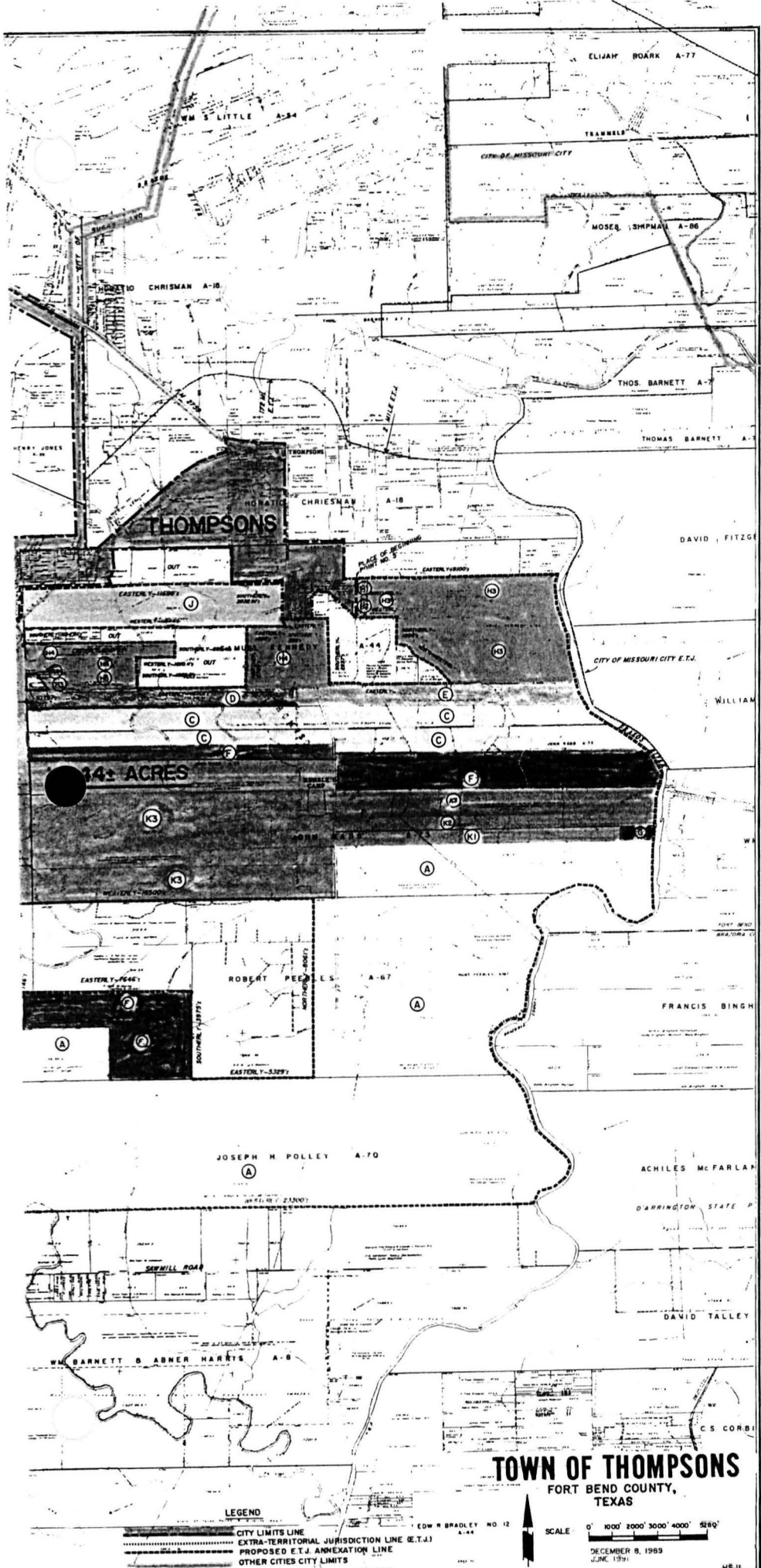
K-1 Ernest M. Clark, Jr., Trustee
K-2 1/2 Ernest M. Clark, Jr, Trustee
1/2 Hurley Heirs (see Exhibit "A-2" attached hereto)
K-3 1/2 Sharp Corporation
1/4 Ernest M. Clark, Jr., Trustee
1/4 Hurley Heirs (see Exhibit "A-2" attached hereto)
K-4 Sharp Corporation

EXHIBIT "A-2"

HURLEY HEIRS

Helen M. Hurley Trust (Norwest Bank, Trustee)
Linda Hurley Dotson
Edward B. Hurley
Sheila Ann Hurley Sechser
John H. Thompson Trust (Norwest Bank, Trustee)
Josephine Willford
Florence Logue, Trustee
Haroldine Moseman
Marilyn Walck
Opal Moseman Grantor Trust (Frederick C. Dockweiler, Trustee)
Anne E. Martinov
Gene T. Oglesby
Mary C. Lux
Patricia Laube
William Hoy
Paul J. Hoy
Kathleen A. Gass
Thomas J. Hoy
Mary Ellen Hoy
Joseph C. Hoy
Susan Carney
Charles H. Cory
The Enright Trust, for benefit of James J. Enright, Rita Brey,
Patricia DeSantis Gagne, and Donna C. Summers (Donna C.
Summers, Trustee)
Patricia DeSantis Gagne
Donna C. Summers
James J. Enright
Rita Brey
James Hurley
Mary Kay Hurley Mahler
Patricia Hurley Stading
Dennis Hurley
Charles B. Hurley
Jo Ann Hoeck
Paul Pack
Gerald Pack
Donald Pack
Robert Hurley
Marjorie R. Hurley Trust (Marjorie R. Hurley and Denice H.
Schrock, Co-Trustees)





PETITIONERS FOR PROPOSED 1991 EXTRA-TERRITORIAL JURISDICTION ANNEXATION TO THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

- (A) THE GEORGE FOUNDATION, a Texas charitable Trust
 - Joe C. Wessendorff, Trustee
 - R. George Molina, Trustee
 - James D. Sartovelle, Trustee
 - Richard J. Trambisi, Jr., Trustee
 - Robert C. Hanna, Trustee
- (B) FREEMAN I. BOOTH MARITAL TRUST UNDER THE WILL OF FREEMAN I. BOOTH, DECEASED
 - Shirley Anne Booth, Co-Trustee
 - David B. Booth, Co-Trustee
 - Julius Patrick Gubbels, Co-Trustee
- (C) TRUSTEE UNDER THE WILL OF TOM R. BOOTH, DECEASED OF THE TRUST CREATED UNDER ARTICLE XII OF THE WILL
 - Thomas W. Booth, Co-Trustee
 - Daniel R. Booth, Co-Trustee
 - Joe C. Wessendorff, Co-Trustee
- (D) FREEMAN IRBY COBB
- (E) JAMES WYATT MEYERS ESTATE
 - Lucian L. Morrison, Jr., Independent Co-Executor
 - Phyllis Myers Abercrombie, Independent Co-Executrix
 - Desiree Myers Baccera
 - Mydia Myers Duran
 - Ruby Myers Fucore
 - Wyatt Byron Myers
 - Hilary Myers
 - Andrea Myers
- (F) August Edward Shouse
 - Mary Catherine Shouse White
 - Earl Booth Shouse
- (G) Charles Michael Schere:
 - Julius Patrick Gubbels
 - Julian Gubbels Wohlford
 - Keith Wohlford
 - Frances Gubbels
 - Hubert Earl Gubbels
 - Joyce Gubbels Mendel
 - G.W. Longserra, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
 - Joe C. Wessendorff, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
- (I) T.S. Greenwald, Jr.
 - Bonnie Greenwald
- (J) THE SMITH TESTAMENTARY TRUSTS
 - R.A. Seale, Jr., Successor Trustee
 - R.N. Skinner, Successor Trustee
 - J.T. Trotter, Successor Trustee
- ESTATE OF VIVIAN L. SMITH
 - Suzanne R. Benson, Independent Executor
 - M.L. Brown, Jr., Independent Executor
 - R.A. Seale, Jr., Independent Executor
 - R.N. Skinner, Independent Executor
 - J.T. Trotter, Independent Executor
- LOCKWOOD AND SHARP INTERESTS
 - Ernest M. Clark, Jr., Trustee
 - 1/2 Ernest M. Clark, Jr., Trustee
 - 1/2 Muelly Heirs (45)
 - 1/2 Sharp Corporation
 - 1/4 Ernest M. Clark, Jr., Trustee
 - 1/4 Muelly Heirs (45)
 - Sharp Corporation

TOWN OF THOMPSONS
FORT BEND COUNTY,
TEXAS

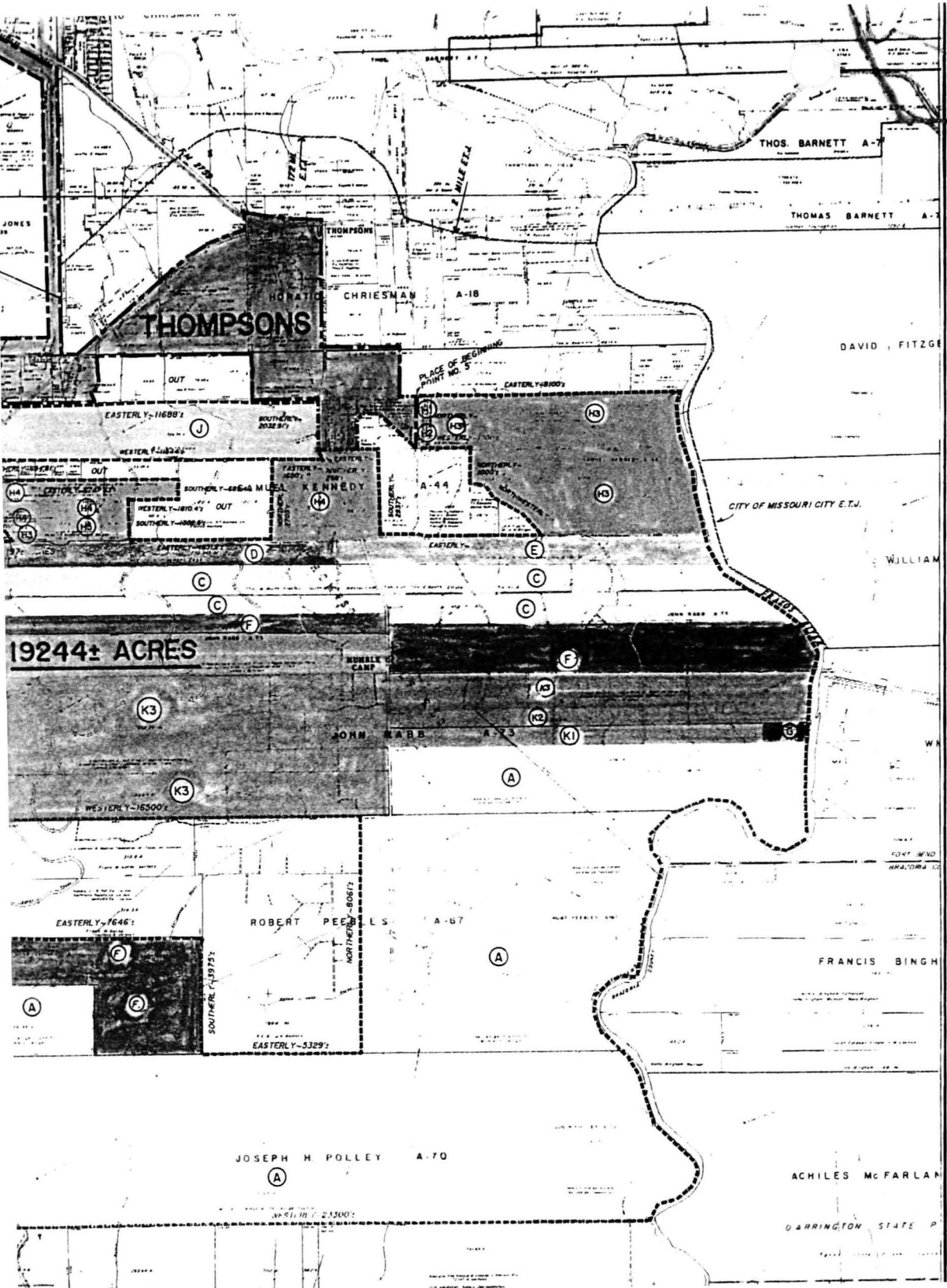
LEGEND

- CITY LIMITS LINE
- EXTRA-TERRITORIAL JURISDICTION LINE (E.T.J.)
- PROPOSED E.T.J. ANNEXATION LINE
- OTHER CITIES CITY LIMITS

SCALE 0' 1000' 2000' 3000' 4000' 5000'

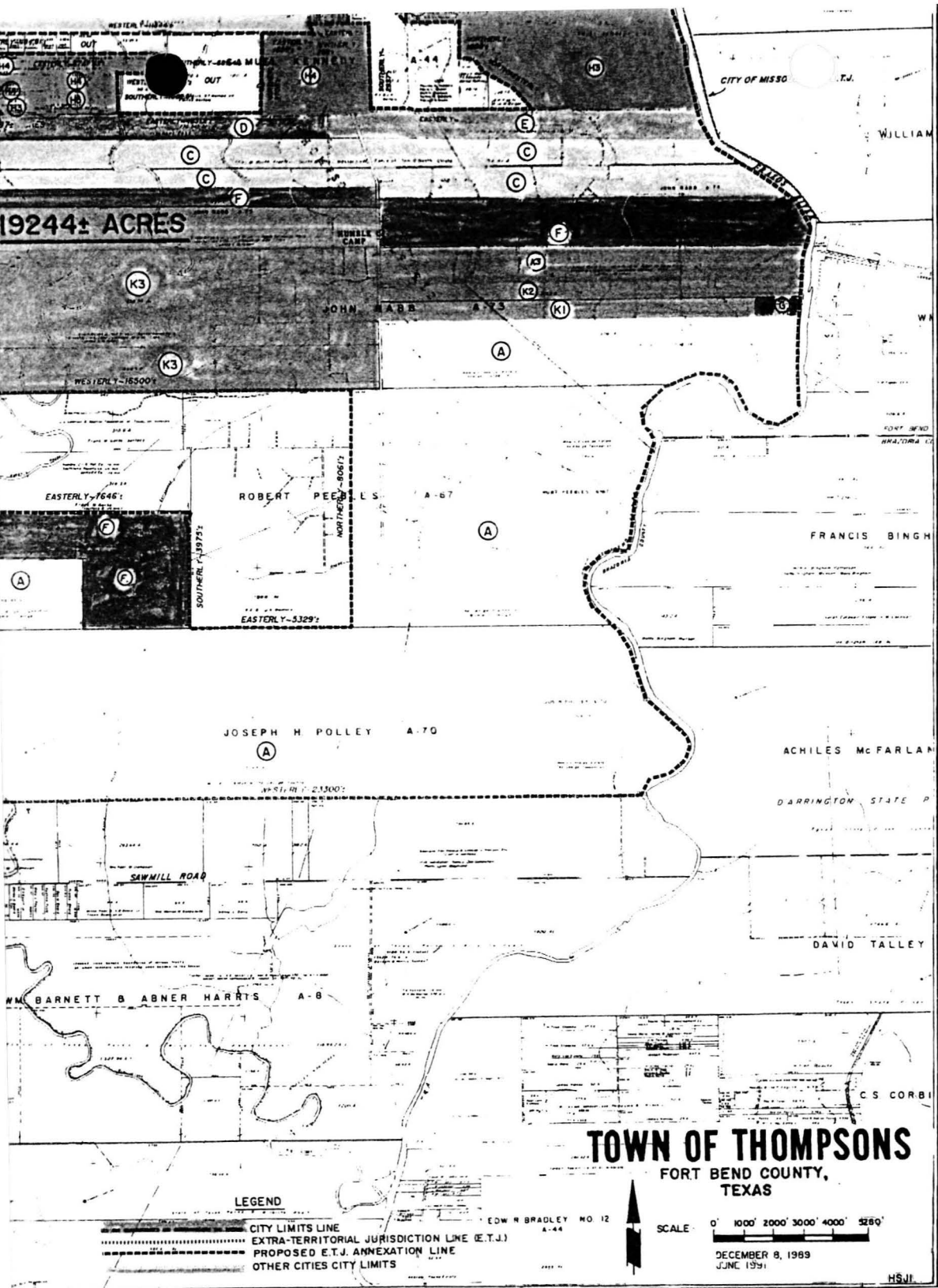
DECEMBER 8, 1989
JUNE 1991

HSJ



PETITIONERS FOR PROPOSED 1991 EXTRA-TERRITORIAL JURISDICTION ANNEXATION TO THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

- (A) THE GEORGE FOUNDATION, a Texas Charitable Trust
 Joe C. Wessendorff, Trustee
 R. George Molina, Trustee
 James D. Sartwell, Trustee
 Richard J. Trabulsi, Jr., Trustee
 Robert C. Hanna, Trustee
- (B) FREEMAN I. BOOTH MARITAL TRUST UNDER THE WILL OF FREEMAN I. BOOTH, DECEASED
 Shirley Anne Booth, Co-Trustee
 David B. Booth, Co-Trustee
 Julius Patrick Gubbels, Co-Trustee
- (C) TRUSTEE UNDER THE WILL OF TOM R. BOOTH, DECEASED OF THE TRUST CREATED UNDER ARTICLE XII OF THE WILL
 Thomas W. Booth, Co-Trustee
 Daniel R. Booth, Co-Trustee
 Joe C. Wessendorff, Co-Trustee
- (D) FREEMAN IRBY COBB
- (E) JAMES WYATT MEYERS ESTATE
 Lucian L. Morrison, Jr., Independent Co-Executor
 Phyllis Myers Abercrombie, Independent Co-Executrix
 Desiree Myers Becerra
 Nydia Myers Duran
 Ruby Myers Kucora
 Wyatt Ryan Myers
 Hilary Myers
 Andrea Myers
- (F) August Edward Shouse
 Mary Catherine Shouse White
 Earl Booth Shouse
- (G) Charles Michael Scherer
- (H1) Julius Patric Gubbels
- (H2) Juliann Gubbels Wohlford
- (H3) Keith Wohlford
- (H4) Frances Gubbels
- (H5) Hubert Earl Gubbels
- (H6) Joyce Gubbels Mendel
- (H7) G.W. Longacre, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
- (H8) Joe C. Wessendorff, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
- (I) T.S. Greenwald, Jr.
 Bonnie Greenwald
- (J) R.E. SMITH TESTAMENTARY TRUST



PETITIONERS FOR PROPOSED 1991 EXTRA-TERRITORIAL JURISDICTION ANNEXATION TO THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

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- (H1) Julius Patric Gubbels
- (H2) Juliann Gubbels Wohlford
 Keith Wohlford
- (H3) Frances Gubbels
- (H4) Hubert Earl Gubbels
- (H5) Joyns Gubbels Mendel
- (H6) G.W. Longerra, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
- (H7) Joe C. Wessendorff, Co-Trustee for Candace Gubbels under the Will of Rudolf J. Gubbels
- (I) T.S. Greenwald, Jr.
 Bonnie Greenwald
- (J) R.E. SMITH TESTAMENTARY TRUSTS
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 R.H. Skinner, Successor Trustee
 J.T. Trotter, Successor Trustee
- ESTATE OF VIVIAN L. SMITH
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 H.L. Brown, Jr., Independent Executor
 R.A. Seale, Jr., Independent Executor
 R.H. Skinner, Independent Executor
 J.T. Trotter, Independent Executor
- LOCKWOOD AND SHARP INTERESTS
- (K1) Ernest M. Clark, Jr., Trustee
- (K2) 1/2 Ernest M. Clark, Jr., Trustee
 1/2 Hurley Heirs (45)
- (K3) 1/2 Sharp Corporation
 1/4 Ernest M. Clark, Jr., Trustee
 1/4 Hurley Heirs (45)
- (K4) Sharp Corporation



ORDINANCE NUMBER 82

AN ORDINANCE REVISING ORDINANCE NUMBER 2

ESTABLISHING OFFICE OF DEPUTY SECRETARY - TREASURER

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS,
FORT BEND COUNTY, TEXAS:

SECTION 1. That the Office of Deputy Secretary-Treasurer is
is hereby established and created.

SECTION 2. Any resident of the State of Texas shall be eligible
to hold office of Deputy Secretary-Treasurer.

SECTION 3. The Deputy Secretary-Treasurer shall be appointed by
resolution of the Board of Aldermen and shall serve at their
pleasure until dismissed by them and his or her successor shall
have been duly appointed. The Deputy Secretary-Treasurer shall,
before entering upon the duties of office, take and subscribe
the official oath.

SECTION 4. The Deputy Secretary-Treasurer shall receive such
compensation, if any, as the Board of Aldermen shall from time
to time fix by resolution.

SECTION 5. The Deputy Secretary-Treasurer shall give bond in
favor of the town in such amount, and in such form as the Board
of Aldermen may require and fix by resolution, with sufficient
security to be approved by the Board of Aldermen, conditioned
for the faithful discharge of his or her duties.

SECTION 6. The Deputy Secretary-Treasurer shall assist the
Secretary-Treasurer in the performance of the duties prescribed
for such office in Section 5 of Ordinance No. 1, in whatever
manner the Secretary-Treasurer shall deem advisable subject to
the will and control of the Board of Aldermen. In the event
of the Secretary-Treasurer's absence or his or her failure,
inability, or refusal to act, the duties of Secretary-Treasurer
shall be performed by the Deputy Secretary - Treasurer. The
Deputy Secretary-Treasurer shall also do and perform such
other acts and duties as the Board of Aldermen may require.

SECTION 7. This Ordinance Number 82 shall be effective immediately
upon its passage.

PASSED this 15th day of July, 1993

APPROVED this 15th day of July, 1993


MAYOR

ATTEST:


CITY SECRETARY

TOWN OF THOMPSONS
ORDINANCE NUMBER 83

NOW THEREFORE, BE IT ORDAINED THAT;

SECTION I

The Town of Thompsons shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not unless the person damaged or injured, or someone in his behalf, or in the event the injury results in death, the person or persons who may have cause of action under the law by reason of such death or injury, shall within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the Mayor and City Council of the following facts:

- A. The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.
- B. The nature of the damage or injury sustained.
- C. The apparent extent of the damage or injury sustained.
- D. A specific and detailed statement of how and under what circumstances the damage or injury occurred.
- E. The amount for which each claimant will settle.
- F. The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.
- G. In the case of personal injury or death, the names and address of all persons who, according to the knowledge or information of the claimant witnessed the happening of the injury or any part thereof and the names of the doctors, if any to whose care the injured person is committed.
- H. In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

SECTION 2

No suit of any nature whatsoever shall be instituted or maintained against the Town of Thompsons unless the plaintiff therein shall ever prove that previous to the filing of the original petition the plaintiff applied to the City Council for redress, satisfaction, compensation, or relief, as the case may be, and that the same was by vote of the the City Council refused.

SECTION 3

All notice required by this ordinance shall be effectuated by serving them upon the City Secretary at the following location: Thompsons City Hall, 134 Thompsons Oil Field Road, Thompsons, Texas 77481 and all such notices shall be effective only when actually received in the office of the person named above.

SECTION 4

The above written notice requirements shall be waived if the City has actual knowledge of death, injury, or property damage likely to result in a claim against the City. The City shall not be deemed to have actual knowledge unless that knowledge is attributable to an appropriate City Official whose job duties include authority to investigate and/or settle claims against the City.

SECTION 5

The written notice required under this ordinance shall be sworn to by a person claiming the damage or injuries or by someone authorized by him to do so on his behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to so verify the notice may be considered by the City Council as a factor relating to the truth of all allegations and to the weight to be given to the allegations contained therein.

SECTION 6

If any provision of this ordinance or application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 7

WHEREAS, an emergency is apparant for the immediate peservation of order and good government that requires this ordinance to become effective at onec; therefore, upon passage of this ordinance bya a favorable vote of the Council, it shall be effective from and after the date of passage.

PASSED AND APPROVED this 18th day of August, 1994.


MAYOR

ATTEST


CITY SECRETARY

CITY OF THOMPSONS, TEXAS ORDINANCE NO. 84

AN ORDINANCE APPROVING A STIPULATION AND AGREEMENT RELATING TO THE RATE OF HOUSTON LIGHTING AND POWER COMPANY; DETERMINING JUST AND REASONABLE RATES TO BE OBSERVED AND IN FORCE WITHIN THE CITY OF THOMPSONS; ORDERING RATE REDUCTIONS AND CREDITS TO RATEPAYER'S BILLS; FIXING THE RATES THAT SHALL CONSTITUTE THE LEGAL RATE OF HOUSTON LIGHTING AND POWER COMPANY UNTIL CHANGED AS PROVIDED BY THE PUBLIC UTILITY REGULATORY ACT; PROVIDING FOR THE FILING OF RATE SCHEDULES AND TARIFFS AND THE APPROVAL OR MODIFICATION OF SAME; AND PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; CONTAINING FINDINGS OR OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Thompsons (the "City") and various municipalities comprising the Coalition of Cities (the "Coalition") in their respective capacity as regulatory authorities of Houston Lighting and Power Company (the "HL&P") as listed on Exhibit "A", have or will have intervened in Docket No. 12065, Complaint of Kenneth D. Williams Against Houston Lighting and Power Company, and Docket No. 13126, Inquiry of the General Counsel into the Operation and Management of the South Texas Nuclear Project, currently pending before the Public Utility Commission (the "Commission"); and

WHEREAS, the City and the Coalition have initiated or will initiate local Section 42 Rate Proceedings that are to be appealed to the Commission and consolidated with Docket No. 12065; and

WHEREAS, the City and other members of the Coalition and HL&P desire to resolve the controversies made the basis of Docket No. 12065 and Docket No. 13126, including South Texas Nuclear Plant ("STP") outages addressed in that docket, to the extent of HL&P's involvement therein and the municipalities' respective local Section 42 proceedings in accordance with the provisions of the Stipulation and Agreement attached hereto as Exhibit "B" (the "Stipulation"); and

WHEREAS, the public interest will be served by the adoption of an ordinance approving the Stipulation because it provides for expeditious implementation of just and reasonable rates, promotes the adequate and efficient provision of service and is in accordance with applicable law; and

WHEREAS, resolution on a stipulated basis of all the matters set forth therein would conserve resources, avoid the uncertainties inherent in further litigation and minimize rate case expenses both in the cases and in the future; **NOW THEREFORE, BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS, TEXAS;**

Section 1: The facts contained in the recitals hereto are hereby found to be true and correct. Further, the City Council finds that the existing rates of HL&P, are after reasonable notice and hearing, are unreasonable and shall be decreased to the reflect the reductions and credits hereinafter ordered. The rates resulting from such reductions and credits are hereby determined to be just and reasonable rates to be observed and in force within the City.

Section 2: All terms and conditions specified in the Stipulation are further hereby incorporated by reference as though set forth verbatim herein and are hereby approved and ratified, including without limitation the provisions contained and specifically set forth hereinbelow. The Mayor, or in the absence of the Mayor, the Mayor Pro Tem, is hereby authorized to execute all related documents on behalf of the City of Thompsons, and to take all actions necessary to effectuate the City's intent and objectives in approving the Stipulation in the event of changed circumstances. The City Secretary, is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under the Stipulation without further authorization from the City Council.

Section 3: It is hereby ordered that HL&P shall decrease the base rates it charges for electric power and energy sold within the City by the amount of 62.2 Million annually, effective January 1, 1995.

Section 4: It is further ordered that HL&P is prohibited from increasing its base rates from January 1, 1995, through December 31, 1997, subject to exceptions for the occurrence of certain force majeure events as specified in the Stipulation.

Section 5: It is hereby ordered that HL&P's fuel factor be reduced by \$199.5 Million annually. It is further ordered that HL&P's power cost recovery factor be further reduced by \$173 Million annually.

Section 6: It is hereby ordered that HL&P's ratepayers within the corporate limits of the City receive a one-time bill credit of \$70 Million related to fuel reconciliation issues. It is further ordered that HL&P ratepayers receive a one-time bill credit of \$108 Million related to fuel cost over collection.

Section 7: It is hereby ordered that HL& P file with the Director, Regulatory Affairs Division, Finance and Administration Department of the City and with the City

Secretary Rate Schedules and Tariffs consistent herewith within 30 days of the effective date hereof.

Section 8: All prior Ordinances of the City inconsistent with the terms and conditions hereof are hereby repealed to the extent of the inconsistency and are of no further effect.

Section 9: If any provision, section, subsection, sentence, clause or phrase of this ordinance or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 10: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Tex. Gov't Code Ann., ch. 551 (Vernon 1994); and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof was discussed, considered and formally acted upon. The City Council further ratified, approves and confirms such written notice and the contents and posting thereof.

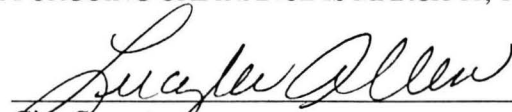
Section 11: A public emergency exists requiring that this ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this ordinance shall be passed on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND ADOPTED this 16 day of March, 1995.

APPROVED this 16 day of March, 1995


Mayor of the Town of Thompsons

THE EFFECTIVE DATE OF THE FORGOING ORDINANCE IS MARCH 16, 1995.


City Secretary

CITY OF THOMPSONS

ORDINANCE NUMBER 85

AN ORDINANCE WHEREBY THE CITY OF THOMPSONS, TEXAS, AND SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT, FOR THE PURPOSE OF OPERATING ITS TELECOMMUNICATIONS BUSINESS, THE TELEPHONE COMPANY SHALL MAINTAIN AND CONSTRUCT ITS POLES, WIRES, ANCHORS, FIBER, CABLES, MANHOLES, CONDUITS AND OTHER PHYSICAL PLANT AND APPURTENANCES IN, ALONG, ACROSS, ON OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS, BRIDGES OR PUBLIC PROPERTY IN SAID CITY; PRESCRIBING THE ANNUAL COMPENSATION DUE THE CITY UNDER THIS ORDINANCE; PRESCRIBING THE CONDITIONS GOVERNING THE USE OF PUBLIC RIGHTS-OF-WAY AND THE PERFORMANCE OF CERTAIN CONSTRUCTION WORK ON PUBLIC RIGHTS-OF-WAY FOR THE TELEPHONE COMPANY'S TELECOMMUNICATIONS BUSINESS; PROVIDING AN INDEMNITY CLAUSE; SPECIFYING GOVERNING LAWS; PROVIDING FOR A RELEASE OF ALL CLAIMS UNDER PRIOR ORDINANCES; PROVIDING FOR FUTURE CONTINGENCIES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS ORDINANCE BY THE TELEPHONE COMPANY AND PROVIDING FOR A TERM AND EFFECTIVE DATE

WHEREAS, Southwestern Bell Telephone Company (hereinafter referred to as the "TELEPHONE COMPANY") is now and has been engaged in the telecommunications business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in the City of Thompsons, Texas (hereinafter referred to as the "CITY") for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the powers granted by and under said laws to the CITY as reflected in prior Ordinances of the CITY; and

WHEREAS, the TELEPHONE COMPANY has operated its telecommunications business in the CITY under successive ordinances of the CITY, the last of which was Ordinance Number 5, adopted November 19, 1979 which provided compensation to the CITY that agreement based upon a percentage of gross receipts received by the TELEPHONE COMPANY from certain services rendered within the corporate limits of the CITY; and

WHEREAS, certain disputes have arisen regarding those prior Ordinances and it is recognized by the parties that changes in the telecommunications industry, changes in technology, changes in state and federal law, and changes in the accounting practices mandated by the Uniform System of accounts promulgated by the Federal Communications Commission (“FCC”), along with regulatory requirements of the Texas Public Utility Commission (“PUC”), have caused the traditional method of determining the amount of compensation to municipalities to become administratively impractical for telecommunications utilities. In order to resolve these issues in a manner satisfactory to both the CITY and the TELEPHONE COMPANY, the CITY and the TELEPHONE COMPANY have chosen the method of determining the amount of compensation provided for this Ordinance to eliminate the expense and time related to audits, to achieve administrative simplicity, to provide the CITY with predictable revenues and an opportunity for growth and to avoid the expense and delays of future litigation which otherwise would be necessary to resolve any issues in controversy between the parties; and

WHEREAS, it is to the mutual advantage of both the CITY and the TELEPHONE COMPANY that an agreement should be entered into between the TELEPHONE COMPANY and the CITY establishing the conditions under which the TELEPHONE COMPANY shall maintain and construct its physical plant in the CITY in the future;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
ALDERMEN OF THE CITY OF THOMPSONS, TEXAS, THAT;**

SECTION 1 -PURPOSE

Pursuant to the laws of the State of Texas and this Ordinance, the TELEPHONE COMPANY has the NON-EXCLUSIVE right and privilege to USE the public RIGHTS-OF-WAY in the CITY for the operation of a telecommunications system subject to the restrictions set forth herein. The TELEPHONE COMPANY may USE such RIGHTS-OF-WAY for its telecommunications FACILITIES. The TELEPHONE COMPANY’S FACILITIES and TRANSMISSION MEDIA used in or incident to the provision of telecommunications service and to the maintenance of a telecommunications business by the TELEPHONE COMPANY in the CITY shall remain as now constructed, subject to such changes as under the conditions prescribed in this Ordinance may be

considered necessary to the public health and safety by the CITY in the exercise of its lawful powers and such changes and extensions as may be considered necessary by the TELEPHONE COMPANY in the pursuit of its telecommunications business. The terms of this Ordinance shall apply throughout the CITY, and to all operations of the TELEPHONE COMPANY within the CITY, and shall include all operations and FACILITIES used in whole or in part in the provision of telecommunications services in newly annexed areas upon the effective date of any annexation.

SECTION 2- ADDITIONAL AUTHORITY REQUIRED

The TELEPHONE COMPANY is not authorized to provide cable television service as a cable operator in the CITY under this Ordinance, but must first obtain a franchise from the CITY for that purpose, under such terms and conditions as may be required by law.

SECTION 3 - DEFINITIONS

Whenever used in this Ordinance, the following words and terms shall have the definitions and meanings provided in this Section:

- (a) FACILITIES; all TELEPHONE COMPANY duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures and appurtenances and all associated TRANSMISSION MEDIA.
- (b) USE; the TELEPHONE COMPANY'S acquisition, construction, reconstruction, maintenance or operation of any FACILITIES in over, under, along, through or across the public RIGHTS-OF-WAY, for any telecommunications purpose whatsoever.
- (c) CITY : The City of Thompsons, Texas.
- (d) RIGHTS OF WAY; All present and future streets, avenues, highways, alleys, bridges and public ways within the city or limits of the CITY.
- (e) TRANSMISSION MEDIA; all TELEPHONE COMPANY cables, fibers, wires and other physical devices used to transmit and /or receive communication signals, whether analog, digital or of other characteristics, and whether for voice, data or other telecommunications purposes.
- (f) NON-EXCLUSIVE; no rights provided in this Ordinance by the CITY shall be exclusive, and CITY reserves the right to grant franchises, licenses, easements and permissions to use the public

RIGHTS - OF- WAY within the CITY to any person or entity as the CITY, in its sole discretion, may determine to be in the public interest.

(g) TELEPHONE COMPANY: Southwestern Bell Telephone Company.

(h) STIPULATION OF SETTLEMENT: As filed by the Settlement Class and settling Defendants in connection with Cause No. D-142,176 in the 136th District Court of Jefferson County, Texas.

SECTION 4 - TERM

(a) Subject to Section 4(b) below, this Ordinance shall continue for a period of five (5) year(s) from the effective date thereof; provided that at the expiration of the initial period, such term shall be automatically extended for successive periods of one (1) year, unless written notice of intent to terminate this agreement is given by either party not less than ninety (90) days prior to the termination of the then current period. When such notice is given, this agreement shall terminate at the expiration of the then current period.

(b) Notwithstanding the term set out in Section 4(a) above, this Ordinance shall terminate if Final Approval does not occur as set forth in the STIPULATION OF SETTLEMENT.

SECTION 5 -SUPERVISION BY CITY OF LOCATION OF POLES AND CONDUITS

All poles placed shall be of sound material and reasonably straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that the same will not unduly interfere with ordinary travel on the streets or sidewalks. The CITY shall have the option, but not the obligation, to exercise any and all lawful, reasonable and proper control related to the location and route of all poles, stubs, guys, anchors, conduits, fiber and cables placed and constructed by the TELEPHONE COMPANY in the construction and maintenance of its telecommunications system in the CITY.

SECTION 6 - ATTACHMENTS TO POLES AND SPACE IN DUCTS

Nothing contained in this Ordinance shall be construed to require or permit any pole attachments for electric light or power wires or communications facilities or systems not provided by the TELEPHONE COMPANY to be attached to the TELEPHONE COMPANY'S poles or other physical plant or placed in the TELEPHONE COMPANY'S conduit. If the CITY desires pole attachments for electric light or power wires or communications facilities or systems not provided

by the TELEPHONE COMPANY, or if the CITY desires to place communications facilities or systems not provide by the TELEPHONE COMPANY duct, then a further separate, noncontingent agreement shall be prerequisite to such attachment (s) or such use of any duct by the CITY. Nothing contained in this Ordinance shall obligate or restrict the TELEPHONE COMPANY in exercising its rights voluntarily to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies which are authorized to operate within the CITY.

SECTION 7 - STREETS TO BE RESTORED TO PRE-EXISTING CONDITION

The surface of any street, alley, avenue, highway or public place disturbed by the TELEPHONE COMPANY in the building, constructing, renewing or maintaining its telecommunications system shall be restored within a reasonable time after the completion of the work to as condition as before the commencement of the work and maintained to the satisfaction of the City Council or of any city official to who such duties have been or may be delegated for one (1) year from the date the surface of said street, alley, avenue, highway or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the CITY; provided, however, that the TELEPHONE COMPANY shall not take up or excavate any pavement at any time without first securing permission, in writing, of the City Manager or his nominee, except in cases of emergencies; and provided further, that all excavation and installation so made shall be performed in such a manner as will cause the least inconvenience to the public. No street, alley, avenue highway or public place shall be encumbered for a longer period that shall be necessary to execute the work.

SECTION 8 - TEMPORARY REARRANGEMENT OF AERIAL WIRES

Upon request, the TELEPHONE COMPANY shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party of parties requesting them, and the TELEPHONE COMPANY may require payment in advance. The TELEPHONE COMPANY shall be given notice less than forty-eight (48) hours advance notice to arrange for such temporary rearrangements.

SECTION 9 - TREE TRIMMING

The right, license, privilege and permission is hereby granted to the TELEPHONE COMPANY, its contractors and agents, to trim trees upon and overhanging the streets, avenues, highways, alleys, sidewalks and public places of the CITY so as to prevent the branches of such trees from coming in contact with the aerial wires, fiber or cables of the TELEPHONE COMPANY, and when so directed by the CITY, said trimming shall be done under the supervision and direction of the CITY official or of any CITY official to whom said duties have been or may be delegated.

SECTION 10 - INDEMNITY

The TELEPHONE COMPANY shall indemnify and hold the CITY harmless from all cost, expenses (including attorney's fees) and damages to persons or property arising directly or indirectly out of the construction, maintenance, or operation of the TELEPHONE COMPANY'S FACILITIES located within the public RIGHTS-OF-WAY found to be caused solely by the negligence of the TELEPHONE COMPANY. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the TELEPHONE COMPANY and the CITY; nor is this provision intended to abrogate the common law or statutory rights of either of the CITY or the TELEPHONE COMPANY to indemnity or contribution from the other.

SECTION 11 - ADMINISTRATION OF ORDINANCE

(a) The CITY may, at any time, make inquiries pertaining to this Ordinance and the TELEPHONE COMPANY shall respond to such inquiries on a timely basis providing information which is prepared, maintained and available in the ordinary course of business.

(b) Copies of specifically identified petitions, applications, communications and reports submitted by the TELEPHONE COMPANY to the Federal Communications Commission or the Public Utility Commission of Texas shall be provided to the CITY upon request.

(c) The CITY may establish, after reasonable notice, such rules and regulations as may be appropriate for the administration of this Ordinance and the construction of the TELEPHONE COMPANY'S FACILITIES on CITY property to the extent permitted by law.

SECTION 12- COMPENSATION TO THE CITY

(a) As compensation for the use, occupancy, oversight, supervision and regulation of the CITY'S RIGHTS-OF-WAY and for any other consideration provided by the CITY under this agreement, and in lieu of and in full compensation for any lawful tax or license or charge or RIGHT-OF WAY permit fee or inspection fee, whether charged to the TELEPHONE COMPANY or its contractors(s), or any RIGHT-OF-WAY easement or street alley rental or franchise tax or other character of charge for use and occupancy of the RIGHTS-OF-WAY within the CITY, except the usual general ad valorem taxes, special assessments in accordance with State law or sales taxes now or hereafter levied by the CITY in accordance with State law, the CITY hereby imposes a Charge upon the Gross Receipts (as hereinafter defined) of the TELEPHONE COMPANY. The amount of the Charge for the first year this Ordinance is in effect shall be \$ 1200⁰⁰ [For the second year, the Charge shall be \$ 1200⁰⁰ increased by the Growth Factor as set forth in Paragraph 12(c), if applicable. For the third and subsequent years, while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in Paragraph 12(c).] In no event shall such Charge be less than the above amount for each year this Ordinance is in effect, except as provided in the case of disannexation as set forth in paragraph 12(e), or as provided in Section 16 herein.

The TELEPHONE COMPANY will, according to tariff, bill such Charge to the customers billed the customer service charges included within the term "Gross Receipts," as defined herein. Gross Receipts, for purposes of this Charge, shall include only customer service charges which meet all four of the following conditions;

(1) such charges are for TELEPHONE COMPANY services provided within the CITY; (2) such charges are billed through the TELEPHONE COMPANY'S Customer Records Information System ("CRIS"); (3) such charges are the recurring charges for the local exchange access rate element specified in the TELEPHONE COMPANY'S tariffs filed with the PUC; and such charges

are subject to an interstate end user common line ("EUCL;") charge as imposed by the Federal Communications Commission ("FCC").

For the second and subsequent years while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in paragraph 12(c). This adjustment for the Growth Factor will be made effective as of each anniversary date of this Ordinance.

The TELEPHONE COMPANY shall adjust its billings to customers to account for any undercollection or overcollection of the Charge due the CITY.

(b) The charge for each year shall be paid in four (4) equal payments. The first payment under this Ordinance shall be due on the last day of the fifth month following the effective date hereof, with subsequent payments due on the last day of each third successive month thereafter during the term of this Ordinance. In the event of any over or undercollection from customers at the expiration of the Ordinance, the TELEPHONE COMPANY may make a pro rata one-time credit or charge to the customer billing for affected customers who are billed for a service included within Gross Receipts, as defined in paragraph 12(a). This will be accomplished within 150 days following the date of expiration of this Ordinance. If however, it is impractical to credit any overcollection to customers, then such overcollection shall be paid to the CITY.

(c) The Growth Factor shall be calculated by dividing the TELEPHONE COMPANY'S revenues within the corporate limits of the CITY subject to state sales taxes ("Sales Tax Revenues:") for the twelve month period ending three (3) months prior to the next anniversary date of this Ordinance by the Sales Tax Revenues for the twelve month period ending three (3) months prior to either the initial effective date or preceding anniversary date of this Ordinance, as applicable. The Growth Factor calculated by the method set forth in the preceding sentence, if greater than one, shall be multiplied by the current year's Charge to determine the dollar amount of the Charge for the next year. If the Growth Factor calculated above is one or less, the Charge for the next year shall be equal to the current year's Charge. The TELEPHONE COMPANY will adjust its customer billing to account for the Growth Factor calculated above.

Once the Growth Factor calculation is completed, the TELEPHONE COMPANY will provide the CITY with the Sales Tax Revenues upon which the Growth Factor calculation was based.

The CITY agrees to rely upon audits by the Texas Comptroller of Public Accounts of state sales taxes as reported to the TELEPHONE COMPANY which are performed in compliance with Sections 151.023 and 151.027 of the Texas Tax Code Annotated. The Growth Factor shall be recomputed to reflect any final, nonappealable adjustment made pursuant to an audit finding by the Texas Comptroller of an inaccuracy in the TELEPHONE COMPANY'S reports of revenues subject to state sales taxes. The Charge shall be recalculated using the Growth Factor recomputed as specified in the preceding sentence, and the recalculated Charge shall be used for all future calculations required by this Ordinance. Any Overpayment or underpayment resulting from such recalculation shall be subtracted from or added to the first installment due the following year. If any overpayment or underpayment shall be due during the final year of this Ordinance, then payment shall be made as follows. In the case of overpayment by the TELEPHONE COMPANY, the CITY shall pay such overpayment to the TELEPHONE COMPANY within 150 days following the expiration of this Ordinance and, in the case of underpayment by the TELEPHONE COMPANY, the TELEPHONE COMPANY shall pay such underpayment to the CITY within 150 days following the expiration of this Ordinance.

(d) Such payments shall not relieve the TELEPHONE COMPANY from paying all applicable municipally-owned utility service charges. Should the CITY not have the legal power to agree that the payment of the foregoing Charge shall be in lieu of the taxes, licenses, charges, RIGHTS-OF-WAY permit or inspection fees, rentals, RIGHTS-OF WAY easements or franchise taxes aforesaid, then the CITY agrees that it will apply so much of such payments as may be necessary to the satisfaction of the TELEPHONE COMPANY'S obligation, if any, to pay any such taxes, licenses, charges, RIGHTS-OF WAY permit or inspection fees, rentals, RIGHTS -OF-WAY easements or franchise taxes.

(e) In the event that either (1) territory within the boundaries of the CITY shall be disannexed and a new incorporated municipality created which includes such territory or (2) an entire, existing incorporated municipality shall be consolidated or annexed into the CITY, then notwithstanding any other provision or this Ordinance, the Charge shall be adjusted. To accomplish this

adjustment, within thirty days following the action effecting a disannexation/annexation as described above, the CITY shall provide the TELEPHONE COMPANY with maps of the affected area (s) showing the new boundaries of the CITY.

In the event of an annexation as described above, the Charge for the CITY will be adjusted to include the amount of the payment by the TELEPHONE COMPANY to the existing incorporated municipality being annexed. In the event that the annexed municipality had no ordinance imposing a Charge or in the event of a disannexation, then the adjustment to the Charge will be calculated using the effective date of the imposition of Local Sales Taxes as determined by the Texas comptroller of Public Accounts. The adjustment shall be the percent increase/decrease in the TELEPHONE COMPANY'S Gross Receipts as defined herein for the CITY for the first calendar month following the Local Sales Tax effective date compared to the last month prior to such effective date. This adjustment to the Charge will be made on the first day of the second month following the Local Sales Tax effective date and the adjusted Charge shall be prorated from that date through the remainder of the payment year. The Charge as adjusted shall be used for all future calculations required by this Ordinance.

SECTION 13 - ASSIGNMENT OF ORDINANCE

This Ordinance and any rights or privileges hereunder shall not be assignable to any other entity without the express consent of the CITY. Such consent shall be evidenced by an ordinance which shall fully recite the terms and conditions, if any, upon which such consent is given.

SECTION 14 - MUTUAL RELEASES

Upon Final Approval, as defined in the STIPULATION OF SETTLEMENT, the CITY hereby fully releases, discharges, settles, and compromises any and all claims which the CITY has made or could have made arising out of or connected with Ordinance Number Five(5), adopted September 20, 1979 and renewed or extended from time to time thereafter, and its predecessor ordinances, if any, (hereinafter referred to collectively as "Ordinance Number Five (5)". This full complete release of claims for any matters under Ordinance Number Five (5) shall be for the benefit of Southwestern bell Telephone Company; its parent; its affiliates; their directors, officers,

and employees; successors and assigns; and includes any and all claims, actions, causes of action and controversies, presently known or unknown, arising directly or indirectly out of or connected with the TELEPHONE COMPANY'S obligations to the CITY pursuant to the provisions of Ordinance Number Five(5). Upon Final Approval, as defined in the STIPULATION OF SETTLEMENT, Southwestern Bell Telephone Company, its parent, its affiliates, successors and assigns hereby fully release, discharge, settle and compromise any and all claims, actions, causes of action or controversies heretofore made or which could have been made, known or unknown against the CITY, its officers, attorneys, or its employees, arising out of or connected with any matters under Ordinance Number Five(5).

It is the intent of the CITY and the TELEPHONE COMPANY to enter into the foregoing mutual releases in order to reach a compromise that is acceptable to both the CITY and the TELEPHONE COMPANY. This Ordinance and the mutual releases set forth in this Section represent a compromise of each party's claims as well as each party's defenses, and is not intended to be and is not an admission of liability or vulnerability by either party to the other with respect to either the claims or the defenses asserted against the other.

SECTION 15 - ADOPTION OF STIPULATION OF SETTLEMENT.

The CITY hereby adopts, ratifies, confirms, and agrees to be bound by the terms of the STIPULATION OF SETTLEMENT in Cause No. D-142,176 in the 136th Judicial District Court in and for Jefferson County, Texas, (the "Class Litigation"), in its entirety, in all respects as if the CITY were an original signatory thereto. The CITY acknowledges that as a member of the Settlement Class in the Class Litigation it has received and reviewed the STIPULATION OF SETTLEMENT and that the CITY has had access to and/or has consulted counsel, to the extent that it desired to do so, in connection with its evaluation of the STIPULATION OF SETTLEMENT.

SECTION 16 - REPEAL OF CONFLICTING ORDINANCES

Ordinance Number Five(5) adopted November 19, 1979, is hereby repealed; provided, however, such repeal shall take effect at 11:59 p. m. on the day immediately preceding the effective date specified in the Section of this Ordinance entitled "ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE". The final payment (including payment for any partial year) under

Ordinance Number Five(5) shall be due 60 days following the effective date of this Ordinance, as set out in Section 19 herein. All other ordinances and agreements and parts of ordinances and agreements in conflict herewith are also repealed, to the extent of such conflict only, which repeal shall take effect at the time and on the date specified in the preceding sentence.

SECTION 17 - FUTURE CONTINGENCY

(a) Notwithstanding anything contained in this Ordinance to the contrary, in the event that (a) this Ordinance or any part hereof, (b) any tariff provision by which the TELEPHONE COMPANY seeks to collect the Charge imposed by this Ordinance, or (c) any procedure provided in this Ordinance, or (d) any compensation due the CITY under this Ordinance, becomes, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, in whole or in part, the TELEPHONE COMPANY and CITY shall meet and negotiate a new ordinance that is in compliance with the authority's decision or enactment and, unless explicitly prohibited, the new ordinance shall provide the CITY with a level of compensation comparable to that set forth in this Ordinance provided that such compensation is recoverable by the TELEPHONE COMPANY in the mutually agreed manner permitted by law for the unexpired portion of the term of this Ordinance.

(b) Notwithstanding anything contained in the preceding paragraph to the contrary, the CITY and TELEPHONE COMPANY agree that in the event this ordinance is submitted for review to any court in which the currently existing case styled City of Port Arthur, et al v. Southwestern Bell Telephone Company, et al, Cause No. D-142,176 in the 136th Court, Jefferson County, Texas is pending, the CITY and TELEPHONE COMPANY agree to take any and all actions reasonably necessary to obtain approval and ratification of the ordinance by the court.

SECTION 18 - GOVERNING LAW

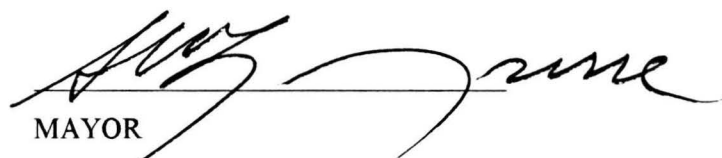
(a) This Ordinance shall be construed in accordance with the CITY Code(s) in effect on the date of passage of this Ordinance to the extent that such Code (s) are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.

(b) This Ordinance shall be construed and deemed to have been drafted by the combined efforts of the CITY and the TELEPHONE COMPANY.


SECTION 19 - ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE

The CITY shall deliver a properly certified copy of this Ordinance to the TELEPHONE COMPANY within three (3) working days of its final passage. The TELEPHONE COMPANY shall file its written acceptance of this Ordinance in accordance with the STIPULATION OF SETTLEMENT. This Ordinance shall become effective beginning on the first day of the first calendar month which begins not less than thirty (30) days after entry of Judgment, as defined in the STIPULATION OF SETTLEMENT.


Passed and approved following the 1st reading hereof this 20th day of April, A. D., 1995


MAYOR
CITY OF THOMPSONS

ATTEST:


CITY SECRETARY

I, Lucylle Allen, City Secretary of the City of Thompsons, Texas , do hereby certify that the foregoing is a true and correct copy of Ordinance Number 85, finally passed and approved by the City of Thompsons, following the First reading thereof at a regular meeting held on the 20th day of April, 1995.


CITY SECRETARY

IN REFERENCE TO

NO. D 142,176

CITY OF PORT ARTHUR, an incorporated Texas
municipality, on behalf of itself and others similarly
situated.

Plaintiff,
VS.

SOUTHWESTERN BELL TELEPHONE COMPANY,
a Missouri corporation and H. PAUL ADAMS
Defendants

IN THE DISTRICT COURT OF JEFFERSON COUNTY,
TEXAS 136TH JUDICIAL DISTRICT

CITY OF THOMPSONS, TEXAS, P. O. BOX 24, THOMPSONS, TEXAS 77481

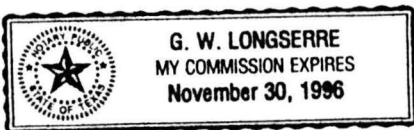
AFFIDAVIT

As the City Secretary for the City of Thompsons, Texas, I swear or affirm that the new Ordinance No. 85, attached hereto, was finally and effectively adopted pursuant to the applicable laws of the State of Texas, by the City Council, at the requisite number of Council meetings, attended by a quorum of Council members, with proper notice of the business of said Council having been provided to the public and is the official act of the City.


LUCYLLE ALLEN

SWORN AND SUBSCRIBED TO BEFORE ME on this 26th day
of April, 1995.


Notary Public in for the State of Texas



IN REFERENCE TO

NO.D 142,176

CITY OF PORT ARTHUR, an incorporated Texas
municipality, on behalf of itself and others similarly
situated.

Plaintiff,
VS.

SOUTHWESTERN BELL TELEPHONE COMPANY,
a Missouri corporation and H. PAUL ADAMS
Defendants

IN THE DISTRICT COURT OF JEFFERSON COUNTY,
TEXAS 136TH JUDICIAL DISTRICT

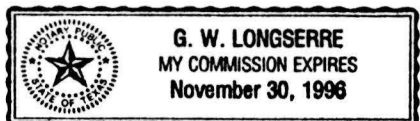
TOWN OF THOMPSONS, TEXAS, P. O. BOX 24, THOMPSONS, TEXAS 77481

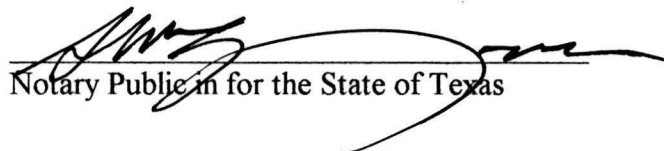
AFFIDAVIT

As the City Secretary for the Town of Thompsons, Texas, I swear or affirm that the new Ordinance No. 86, attached hereto, was finally and effectively adopted pursuant to the applicable laws of the State of Texas, by the Board of Aldermen at the requisite number of Board meetings, attended by a quorum of Board members, with proper notice of the business of said Board having been provided to the public and is the official act of the Town.


LUCYLLE ALLEN

SWORN AND SUBSCRIBED TO BEFORE ME on this 16th day
of June, 1995.




Notary Public in for the State of Texas

TOWN OF THOMPSONS

ORDINANCE NUMBER 86

AN ORDINANCE RESCINDING ORDINANCE 85 AND ESTABLISHING ORDINANCE 86

AN ORDINANCE WHEREBY THE TOWN OF THOMPSONS, TEXAS, AND SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT, FOR THE PURPOSE OF OPERATING ITS TELECOMMUNICATIONS BUSINESS, THE TELEPHONE COMPANY SHALL MAINTAIN AND CONSTRUCT ITS POLES, WIRES, ANCHORS, FIBER, CABLES, MANHOLES, CONDUITS AND OTHER PHYSICAL PLANT AND APPURTENANCES IN, ALONG, ACROSS, ON OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, HIGHWAYS, ALLEYS, SIDEWALKS, BRIDGES OR PUBLIC PROPERTY IN SAID TOWN; PRESCRIBING THE ANNUAL COMPENSATION DUE THE TOWN UNDER THIS ORDINANCE; PRESCRIBING THE CONDITIONS GOVERNING THE USE OF PUBLIC RIGHTS-OF-WAY AND THE PERFORMANCE OF CERTAIN CONSTRUCTION WORK ON PUBLIC RIGHTS-OF-WAY FOR THE TELEPHONE COMPANY'S TELECOMMUNICATIONS BUSINESS; PROVIDING AN INDEMNITY CLAUSE; SPECIFYING GOVERNING LAWS; PROVIDING FOR A RELEASE OF ALL CLAIMS UNDER PRIOR ORDINANCES; PROVIDING FOR FUTURE CONTINGENCIES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS ORDINANCE BY THE TELEPHONE COMPANY AND PROVIDING FOR A TERM AND EFFECTIVE DATE

WHEREAS, Southwestern Bell Telephone Company (hereinafter referred to as the "TELEPHONE COMPANY":) is now and has been engaged in the telecommunications business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its physical plant in the Town of Thompsons, Texas (hereinafter referred to as the "CITY") for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the powers granted by and under said laws to the CITY and as reflected in prior Ordinances of the CITY; and

WHEREAS, the TELEPHONE COMPANY has operated its telecommunications business in the CITY under successive ordinances of the CITY, the last of which was Ordinance Number 5, adopted November 19, 1979 which provided compensation to the CITY for that

agreement based upon a percentage of gross receipts received by the TELEPHONE COMPANY from certain services rendered within the corporate limits of the CITY; and

WHEREAS, certain disputes have arisen regarding those prior Ordinances and it is recognized by the parties that changes in the telecommunications industry, changes in technology, changes in state and federal law, and changes in the accounting practices mandated by the Uniform System of accounts promulgated by the Federal Communications Commission ("FCC"), along with regulatory requirements of the Texas Public Utility Commission ("PUC"), have caused the traditional method of determining the amount of compensation to municipalities to become administratively impractical for telecommunications utilities. In order to resolve these issues in a manner satisfactory to both the CITY and the TELEPHONE COMPANY, the CITY and the TELEPHONE COMPANY have chosen the method of determining the amount of compensation provided for in this Ordinance to eliminate the expense and time related to audits, to achieve administrative simplicity, to provide the CITY with predictable revenues and an opportunity for growth and to avoid the expense and delays of future litigation which otherwise would be necessary to resolve any issues in controversy between the parties; and

WHEREAS, it is to the mutual advantage of both the CITY and the TELEPHONE COMPANY that an agreement should be entered into between the TELEPHONE COMPANY and the CITY establishing the conditions under which the TELEPHONE COMPANY shall maintain and construct its physical plant in the CITY in the future;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, THAT;**

SECTION 1 -PURPOSE

Pursuant to the laws of the State of Texas and this Ordinance, the TELEPHONE COMPANY has the NON-EXCLUSIVE right and privilege to USE the public RIGHTS-OF-WAY in the CITY for the operation of a telecommunications system subject to the restrictions set forth herein. The TELEPHONE COMPANY may USE such RIGHTS-OF-WAY for its telecommunications FACILITIES. The TELEPHONE COMPANY'S FACILITIES and TRANSMISSION MEDIA

used in or incident to the provision of telecommunications service and to the maintenance of a telecommunications business by the TELEPHONE COMPANY in the CITY shall remain as now constructed, subject to such changes as under the conditions prescribed in this Ordinance may be considered necessary to the public health and safety by the CITY in the exercise of its lawful powers and such changes and extensions as may be considered necessary by the TELEPHONE COMPANY in the pursuit of its telecommunications business. The terms of this Ordinance shall apply throughout the CITY, and to all operations of the TELEPHONE COMPANY within the CITY, and shall include all operations and FACILITIES used in whole or in part in the provision of telecommunications services in newly annexed areas upon the effective date of any annexation.

SECTION 2- ADDITIONAL AUTHORITY REQUIRED

The TELEPHONE COMPANY is not authorized to provide cable television service as a cable operator in the CITY under this Ordinance, but must first obtain a franchise from the CITY for that purpose, under such terms and conditions as may be required by law.

SECTION 3 - DEFINITIONS

Whenever used in this Ordinance, the following words and terms shall have the definitions and meanings provided in this Section:

- (a) FACILITIES; all TELEPHONE COMPANY duct spaces, manholes, poles, conduits, underground and overhead passageways, and other equipment, structures and appurtenances and all associated TRANSMISSION MEDIA.
- (b) USE; the TELEPHONE COMPANY'S acquisition, construction, reconstruction, maintenance or operation of any FACILITIES in over, under, along, through or across the public RIGHTS-OF-WAY, for any telecommunications purpose whatsoever.
- (c) CITY : The Town of Thompsons, Texas.
- (d) RIGHTS OF WAY; All present and future streets, avenues, highways, alleys, bridges and public ways within the city or limits of the CITY.
- (e) TRANSMISSION MEDIA; all TELEPHONE COMPANY cables, fibers, wires and other physical devices used to transmit and /or receive communication signals, whether analog, digital or of other characteristics, and whether for voice, data or other telecommunications purposes.

(f) NON-EXCLUSIVE: no rights provided in this Ordinance by the CITY shall be exclusive, and the CITY reserves the right to grant franchises, licenses, easements and permissions to use the public RIGHTS - OF- WAY within the CITY to any person or entity as the CITY, in its sole discretion, may determine to be in the public interest.

(g) TELEPHONE COMPANY: Southwestern Bell Telephone Company.

(h) STIPULATION OF SETTLEMENT: As filed by the Settlement Class and Settling Defendants in connection with Cause No. D-142,176 in the 136th District Court of Jefferson County, Texas.

SECTION 4 - TERM

(a) Subject to Section 4(b) below, this Ordinance shall continue for a period of five (5) year(s) from the effective date thereof; provided that at the expiration of the initial period, such term shall be automatically extended for successive periods of one (1) year, unless written notice of intent to terminate this agreement is given by either party not less than ninety (90) days prior to the termination of the then current period. When such notice is given, this agreement shall terminate at the expiration of the then current period.

(b) Notwithstanding the term set out in Section 4(a) above, this Ordinance shall terminate if Final Approval does not occur as set forth in the STIPULATION OF SETTLEMENT.

SECTION 5 -SUPERVISION BY CITY OF LOCATION OF POLES AND CONDUITS

All poles placed shall be of sound material and reasonably straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that the same will not unduly interfere with ordinary travel on the streets or sidewalks. The CITY shall have the option, but not the obligation, to exercise any and all lawful, reasonable and proper control related to the location and route of all poles, stubs, guys, anchors, conduits, fiber and cables placed and constructed by the TELEPHONE COMPANY in the construction and maintenance of its telecommunications system in the CITY.

SECTION 6 - ATTACHMENTS TO POLES AND SPACE IN DUCTS

Nothing contained in this Ordinance shall be construed to require or permit any pole attachments for electric light or power wires or communications facilities or systems not provided by the TELEPHONE COMPANY to be attached to the TELEPHONE COMPANY'S poles or other

physical plant or placed in the TELEPHONE COMPANY'S conduit. If the CITY desires pole attachments for electric light or power wires or communications facilities or systems not provided by the TELEPHONE COMPANY, or if the CITY desires to place communications facilities or systems not provided by the TELEPHONE COMPANY in any TELEPHONE COMPANY duct, then a further separate, noncontingent agreement shall be prerequisite to such attachment (s) or such use of any duct by the CITY. Nothing contained in this Ordinance shall obligate or restrict the TELEPHONE COMPANY in exercising its rights voluntarily to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies which are authorized to operate within the CITY.

SECTION 7 - STREETS TO BE RESTORED TO PRE-EXISTING CONDITION

The surface of any street, alley, avenue, highway or public place disturbed by the TELEPHONE COMPANY in the building, constructing, renewing or maintaining its telecommunications system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the City Council or of any city official to who such duties have been or may be delegated for one (1) year from the date the surface of said street, alley, avenue, highway or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the CITY; provided, however, that the TELEPHONE COMPANY shall not take up or excavate any pavement at any time without first securing permission, in writing, of the City Manager or his nominee, except in cases of emergencies; and provided further, that all excavation and installation so made shall be performed in such a manner as will cause the least inconvenience to the public. No street, alley, avenue highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 8 - TEMPORARY REARRANGEMENT OF AERIAL WIRES

Upon request, the TELEPHONE COMPANY shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be paid by the party of parties requesting them, and the

TELEPHONE COMPANY may require payment in advance. The TELEPHONE COMPANY shall be given notice less than forty-eight (48) hours advance notice to arrange for such temporary rearrangements.

SECTION 9 - TREE TRIMMING

The right, license, privilege and permission is hereby granted to the TELEPHONE COMPANY, its contractors and agents, to trim trees upon and overhanging the streets, avenues, highways, alleys, sidewalks and public places of the CITY so as to prevent the branches of such trees from coming in contact with the aerial wires, fiber or cables of the TELEPHONE COMPANY, and when so directed by the CITY, said trimming shall be done under the supervision and direction of the CITY official or of any CITY official to whom said duties have been or may be delegated.

SECTION 10 - INDEMNITY

The TELEPHONE COMPANY shall indemnify and hold the CITY harmless from all cost, expenses (including attorney's fees) and damages to persons or property arising directly or indirectly out of the construction, maintenance, or operation of the TELEPHONE COMPANY'S FACILITIES located within the public RIGHTS-OF-WAY found to be caused solely by the negligence of the TELEPHONE COMPANY. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the TELEPHONE COMPANY and the CITY; nor is this provision intended to abrogate the common law or statutory rights of either of the CITY or the TELEPHONE COMPANY to indemnity or contribution from the other.

SECTION 11 - ADMINISTRATION OF ORDINANCE

(a) The CITY may, at any time, make inquiries pertaining to this Ordinance and the TELEPHONE COMPANY shall respond to such inquiries on a timely basis by providing information which is prepared, maintained and available in the ordinary course of business.

(b) Copies of specifically identified petitions, applications, communications and reports submitted by the TELEPHONE COMPANY to the Federal Communications Commission or the Public Utility Commission of Texas shall be provided to the CITY upon request.

(c) The CITY may establish, after reasonable notice, such rules and regulations as may be appropriate for the administration of this Ordinance and the construction of the TELEPHONE COMPANY'S FACILITIES on CITY property to the extent permitted by law.

SECTION 12- COMPENSATION TO THE CITY

(a) As compensation for the use, occupancy, oversight, supervision and regulation of the CITY'S RIGHTS-OF-WAY and for any other consideration provided by the CITY under this agreement, and in lieu of and in full compensation for any lawful tax or license or charge or RIGHT-OF WAY permit fee or inspection fee, whether charged to the TELEPHONE COMPANY or its contractors(s), or any RIGHT-OF-WAY easement or street alley rental or franchise tax or other character of charge for use and occupancy of the RIGHTS-OF-WAY within the CITY, except the usual general ad valorem taxes, special assessments in accordance with State law or sales taxes now or hereafter levied by the CITY in accordance with State law, the CITY hereby imposes a Charge upon the Gross Receipts (as hereinafter defined) of the TELEPHONE COMPANY. The amount of the Charge for the first year this Ordinance is in effect shall be \$ 1200.00 For the second year, the Charge shall be \$ 1200.00 increased by the Growth Factor as set forth in Paragraph 12(c), if applicable. For the third and subsequent years, while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in Paragraph 12(c). In no event shall such Charge be less than the above amount for each year this Ordinance is in effect, except as provided in the case of disannexation as set forth in paragraph 12(e), or as provided in Section 16 herein.

The TELEPHONE COMPANY will, according to tariff, bill such Charge to the customers billed the customer service charges included within the term "Gross Receipts," as defined herein. Gross Receipts, for purposes of this Charge, shall include only customer service charges which meet all four of the following conditions;

(1) such charges are for TELEPHONE COMPANY services provided within the CITY; (2) such charges are billed through the TELEPHONE COMPANY'S Customer Records Information System ("CRIS"); (3) such charges are the recurring charges for the local exchange access rate element specified in the TELEPHONE COMPANY'S tariffs filed with the PUC; and such charges are subject to an interstate end user common line ("EUCL;") charge as imposed by the Federal Communications Commission ("FCC").

For the second and subsequent years while this Ordinance remains in effect, the above Charge is subject to adjustment by application of the Growth Factor set out in paragraph 12(c). This adjustment for the Growth Factor will be made effective as of each anniversary date of this Ordinance.

The TELEPHONE COMPANY shall adjust its billings to customers to account for any undercollection or overcollection of the Charge due the CITY.

(b) The charge for each year shall be paid in four (4) equal payments. The first payment under this Ordinance shall be due on the last day of the fifth month following the effective date hereof, with subsequent payments due on the last day of each third successive month thereafter during the term of this Ordinance. In the event of any over or undercollection from customers at the expiration of the Ordinance, the TELEPHONE COMPANY may make a pro rata one-time credit or charge to the customer billing for affected customers who are billed for a service included within Gross Receipts, as defined in paragraph 12(a). This will be accomplished within 150 days following the date of expiration of this Ordinance. If however, it is impractical to credit any overcollection to customers, then such overcollection shall be paid to the CITY.

(c) The Growth Factor shall be calculated by dividing the TELEPHONE COMPANY'S revenues within the corporate limits of the CITY subject to state sales taxes ("Sales Tax Revenues") for the twelve month period ending three (3) months prior to the next anniversary date of this Ordinance by the Sales Tax Revenues for the twelve month period ending three (3) months prior to either the initial effective date or preceding anniversary date of this Ordinance, as applicable. The Growth Factor calculated by the method set forth in the preceding sentence, if greater than one, shall be multiplied by the current year's Charge to determine the dollar amount of the Charge for the next

year. If the Growth Factor calculated above is one or less, the Charge for the next year shall be equal to the current year's Charge. The TELEPHONE COMPANY will adjust its customer billing to account for the Growth Factor calculated above.

Once the Growth Factor calculation is completed, the TELEPHONE COMPANY will provide the CITY with the Sales Tax Revenues upon which the Growth Factor calculation was based.

The CITY agrees to rely upon audits by the Texas Comptroller of Public Accounts of state sales taxes as reported by the TELEPHONE COMPANY which are performed in compliance with Sections 151.023 and 151.027 of the Texas Tax Code Annotated. The Growth Factor shall be recomputed to reflect any final, nonappealable adjustment made pursuant to an audit finding by the Texas Comptroller of an inaccuracy in the TELEPHONE COMPANY'S reports of revenues subject to state sales taxes. The Charge shall be recalculated using the Growth Factor recomputed as specified in the preceding sentence, and the recalculated Charge shall be used for all future calculations required by this Ordinance. Any overpayment or underpayment resulting from such recalculation shall be subtracted from or added to the first installment due the following year. If any overpayment or underpayment shall be due during the final year of this Ordinance, then payment shall be made as follows. In the case of overpayment by the TELEPHONE COMPANY, the CITY shall pay such overpayment to the TELEPHONE COMPANY within 150 days following the expiration of this Ordinance and, in the case of underpayment by the TELEPHONE COMPANY, the TELEPHONE COMPANY shall pay such underpayment to the CITY within 150 days following the expiration of this Ordinance.

(d) Such payments shall not relieve the TELEPHONE COMPANY from paying all applicable municipally-owned utility service charges. Should the CITY not have the legal power to agree that the payment of the foregoing Charge shall be in lieu of the taxes, licenses, charges, RIGHTS-OF-WAY permit or inspection fees, rentals, RIGHTS-OF WAY easements or franchise taxes aforesaid, then the CITY agrees that it will apply so much of such payments as may be necessary to the satisfaction of the TELEPHONE COMPANY'S obligation, if any, to pay any such taxes, licenses, charges, RIGHTS-OF WAY permit or inspection fees, rentals, RIGHTS -OF-WAY easements or franchise taxes.

(e) In the event that either (1) territory within the boundaries of the CITY shall be disannexed and a new incorporated municipality created which includes such territory or (2) an entire, existing incorporated municipality shall be consolidated or annexed into the CITY, then notwithstanding any other provision or this Ordinance, the Charge shall be adjusted. To accomplish this adjustment, within thirty days following the action effecting a disannexation/annexation as described above, the CITY shall provide the TELEPHONE COMPANY with maps of the affected area (s) showing the new boundaries of the CITY.

In the event of an annexation as described above, the Charge for the CITY will be adjusted to include the amount of the payment by the TELEPHONE COMPANY to the existing incorporated municipality being annexed. In the event that the annexed municipality had no ordinance imposing a Charge or in the event of a disannexation, then the adjustment to the Charge will be calculated using the effective date of the imposition of Local Sales Taxes as determined by the Texas comptroller of Public Accounts. The adjustment shall be the percent increase/decrease in the TELEPHONE COMPANY'S Gross Receipts as defined herein for the CITY for the first calendar month following the Local Sales Tax effective date compared to the last month prior to such effective date. This adjustment to the Charge will be made on the first day of the second month following the Local Sales Tax effective date and the adjusted Charge shall be prorated from that date through the remainder of the payment year. The Charge as adjusted shall be used for all future calculations required by this Ordinance.

SECTION 13 - ASSIGNMENT OF ORDINANCE

This Ordinance and any rights or privileges hereunder shall not be assignable to any other entity without the express consent of the CITY. Such consent shall be evidenced by an ordinance which shall fully recite the terms and conditions, if any, upon which such consent is given.

SECTION 14 - MUTUAL RELEASES

Upon Final Approval, as defined in the STIPULATION OF SETTLEMENT, the CITY hereby fully releases, discharges, settles, and compromises any and all claims which the CITY has made or could have made arising out of or connected with Ordinance Number Five(5), adopted

September 20, 1979 and renewed or extended from time to time thereafter, and its predecessor ordinances, if any, (hereinafter referred to collectively as "Ordinance Number Five (5)". This full complete release of claims for any matters under Ordinance Number Five (5) shall be for the benefit of Southwestern bell Telephone Company; its parent; its affiliates; their directors, officers, attorneys, and employees; successors and assigns; and includes any and all claims, actions, causes of action and controversies, presently known or unknown, arising directly or indirectly out of or connected with the TELEPHONE COMPANY'S obligations to the CITY pursuant to the provisions of Ordinance Number Five(5). Upon Final Approval, as defined in the STIPULATION OF SETTLEMENT, Southwestern Bell Telephone Company, its parent, it affiliates, successors and assigns hereby fully release, discharge, settle and compromise any and all claims, actions, causes of action or controversies heretofore made or which could have been made, know or unknown against the CITY, its officers, attorneys, or its employees, arising out of or connected with any matters under Ordinance Number Five(5).

It is the intent of the CITY and the TELEPHONE COMPANY to enter into the foregoing mutual releases in order to reach a compromise that is acceptable to both the CITY and the TELEPHONE COMPANY. This Ordinance and the mutual releases set forth in this Section represent a compromise of each party's claims as well as each party's defenses, and is not intended to be and is not an admission of liability or vulnerability by either party to the other with respect to either the claims or the defenses asserted against the other.

SECTION 15 - ADOPTION OF STIPULATION OF SETTLEMENT.

The CITY hereby adopts, ratifies, confirms, and agrees to be bound by the terms of the STIPULATION OF SETTLEMENT in Cause No. D-142,176 in the 136th Judicial District Court in and for Jefferson County, Texas, (the "Class Litigation"), in its entirety, in all respects as if the CITY were an original signatory thereto. The CITY acknowledges that as a member of the Settlement Class in the Class Litigation it has received and reviewed the STIPULATION OF SETTLEMENT and that the CITY has had access to and/or has consulted counsel, to the extent that it desired to do so, in connection with its evaluation of the STIPULATION OF SETTLEMENT.

SECTION 16 - REPEAL OF CONFLICTING ORDINANCES

Ordinance Number Eighty-Five (85) is hereby rescinded and this Ordinance is substituted in its place. Ordinance Number Five(5) adopted November 19, 1979, is hereby repealed; provided, however, such repeal shall take effect at 11:59 p. m. on the day immediately preceding the effective date specified in the Section of this Ordinance entitled "ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE". The final payment (including payment for any partial year) under Ordinance Number Five(5) shall be due 60 days following the effective date of this Ordinance, as set out in Section 19 herein. All other ordinances and agreements and parts of ordinances and agreements in conflict herewith are also repealed, to the extent of such conflict only, which repeal shall take effect at the time and on the date specified in the preceding sentence.

SECTION 17 - FUTURE CONTINGENCY

(a) Notwithstanding anything contained in this Ordinance to the contrary, in the event that (a) this Ordinance or any part hereof, (b) any tariff provision by which the TELEPHONE COMPANY seeks to collect the Charge imposed by this Ordinance, or (c) any procedure provided in this Ordinance, or (d) any compensation due the CITY under this Ordinance, becomes, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, in whole or in part, the TELEPHONE COMPANY and CITY shall meet and negotiate a new ordinance that is in compliance with the authority's decision or enactment and, unless explicitly prohibited, the new ordinance shall provide the CITY with a level of compensation comparable to that set forth in this Ordinance provided that such compensation is recoverable by the TELEPHONE COMPANY in the mutually agreed manner permitted by law for the unexpired portion of the term of this Ordinance.

(b) Notwithstanding anything contained in the preceding paragraph to the contrary, the CITY and TELEPHONE COMPANY agree that in the event this ordinance is submitted for review to any court in which the currently existing case styled City of Port Arthur, et al v. Southwestern Bell Telephone Company, et al, Cause No. D-142,176 in the 136th Court, Jefferson County, Texas is pending, the CITY and TELEPHONE COMPANY agree to take any and all actions reasonably necessary to obtain approval and ratification of the ordinance by the court.

SECTION 18 - GOVERNING LAW

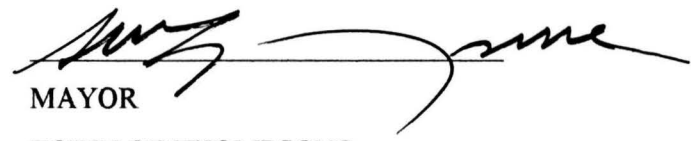
(a) This Ordinance shall be construed in accordance with the CITY Code(s) in effect on the date of passage of this Ordinance to the extent that such Code (s) are not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas.

(b) This Ordinance shall be construed and deemed to have been drafted by the combined efforts of the CITY and the TELEPHONE COMPANY.

SECTION 19 - ACCEPTANCE OF AGREEMENT AND EFFECTIVE DATE

The CITY shall deliver a properly certified copy of this Ordinance to the TELEPHONE COMPANY within three (3) working days of its final passage. The TELEPHONE COMPANY shall file its written acceptance of this Ordinance in accordance with the STIPULATION OF SETTLEMENT. This Ordinance shall become effective beginning on the first day of the first calendar month which begins not less than thirty (30) days after entry of Judgment, as defined in the STIPULATION OF SETTLEMENT.

Passed and approved following the First reading hereof this 15 th day of June day of
1995 . A. D., 1995


MAYOR
TOWN OF THOMPSONS

ATTEST:


CITY SECRETARY

I, Lucylle Allen, City Secretary of the Town of Thompsons, Texas , do hereby certify that the foregoing is a true and correct copy of Ordinance Number 86, finally passed and approved by the Town of Thompsons, following the First reading thereof at a regular meeting held on the 15th day of June, 1995.


CITY SECRETARY

TOWN OF THOMPSONS

ORDINANCE NUMBER 87

AN ORDINANCE ABOLISHING THE POSITION OF MARSHAL AND CONFERRING THE MARSHAL'S DUTIES ON ANOTHER PEACE OFFICER.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1: That pursuant to the authority granted by Senate Bill 563 which adds to the Local Government Code a new section 23.029, which allows any city of less than 5000 population to abolish the position of Marshal and confer those duties on another peace officer, except that an elected Marshal may not be removed from office, it is here by provided that at the expiration of the current term of office of now serving Marshal (May 10, 1996), the position of Marshal for the Town of Thompsons is abolished.

SECTION 2: That the Board of Aldermen shall within a reasonable time confer the duties of Marshal on a certified peace officer or thru an Interlocal Agreement to the Fort Bend County Sheriff or any certified deputy there of.

SECTION 3: That , thru appointment or Interlocal Agreement, said peace officer shall serve at the pleasure of the Board of Aldermen.

SECTION 4: That if an individual is appointed, that fair compensation shall be paid to said individual.

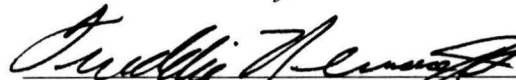
SECTION 5: That if done thru Interlocal Agreement, that agreement shall automatically pass from the then elected Sheriff to the next elected Sheriff's authority.

SECTION 6: That this ordinance shall take effect and be in force from and after its passage, approval and adoption

Town of Thompsons, Ordinance # 87, page 2

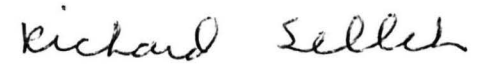
PASSED, APPROVED AND ADOPTED, this the 18th day of January, 1996


MAYOR


ALDERMAN


ALDERMAN


ALDERMAN


ALDERMAN

ALDERMAN

ATTEST:


CITY SECRETARY

TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS

ORDINANCE NUMBER 88

AN ORDINANCE DECLARING EACH UNOPPOSED CANDIDATE
ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed; and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
- (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.

(b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election

(c) A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot:

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the positions listed:

Mayor:	G. W. Longserre
Alderman:	Richard Selleh
Alderman:	Marion Garcia

WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict herewith are repealed to the extent of their conflict only.

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to file a certified copy of this ordinance with the office of the Secretary of State Elections Division for the State of Texas.

This ordinance shall take effect and be in force from and after its passage and approval.

Passed and adopted following the first reading hereof this 21st day of March, A. D., 1996

MAYOR [Signature] ALDERMAN [Signature]
ALDERMAN [Signature] ALDERMAN [Signature]
ALDERMAN [Signature] ALDERMAN [Signature]
Richard Sellet

ATTEST:

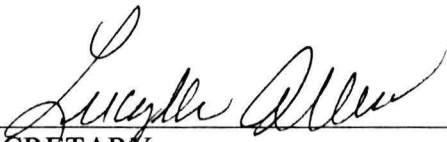
[Signature]
LUCYLLE ALLEN, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

I, Lucy Allen, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 88, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 21st day of March, 1996, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 21st day of March, 1996

ATTEST:



SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

*Ordinance #88
3/21/96*

PUEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS

ORDENANZA NÚMERO 88

Una ordenanza declarando cada candidato sin oposición electado a la oficio:

Mientras que; en Subcapítulo C, ("Elección de Candidato Sin Oposición"), Sección 2.051-2.054 de el Election Código del Estado de Tejas:

CAPITULO 2 SUBCAPÍTULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCIÓN DE CANDIDATO SIN OPOSICIÓN

SECCIÓN 2.051: APLICABILIDAD DE SUBCAPÍTULO. Éste subcapítulo aplica solamente a una elección para oficiales de una subdivisión político otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposición; y
- (2) No proporción es de aparecer en la balota.

SECCIÓN 2.052: CERTIFICACIÓN DE CONDICIÓN SIN OPOSICIÓN. (a) La autoridad responsable de tener la balota preparado oficial para formar certificar en escrito que el candidato es sin oposición para el elección de un oficio en:

- (1) Solamente uno candidato's nombre estar puesto en la baloto por esa oficio en sección 52.003; y
- (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.

(b) El certificación habré estado entregado a la cuerpo de gobernar de un subdivisión político lo más pronto posible despues del solicitado línea vedada para colocación en la balota y una lista de candidatos escrito.

SECCIÓN 2.053: ACCIÓN DE CERTIFICACIÓN: (a) En recibo de certificación, el cuerpo de gobernar de un subdivisión de orden o ordenanza puede declarar cada candidato sin oposición para elegido a la oficio.

(b) Si una declaración es inventado en subsección (a), no hay elecciones. Una copia del orden o ordenanza será puesto en el día de elecciones a cada cabina de votar que fue usado en la elección.

(c) Un certificación de elección será dado para cada candidato en el mismo manera a condición para un candidato electado a la elecciones.

Mientras que; una certificación ha entregado al cuerpo de gobernar del Pueblo de Thompsons, Fort Bend County, Texas por el Secretario de la Ciudad diciendo que no hay candidatos de oposición y que no hay proporción en la balota.

Mientras que; todo criterio ha encontrado por el Texas Election Code, el Alcalde y Concejal del Pueblo de Thompsons, Fort Bend County, Texas declarar el proximo candidato sin oposición estan electado a el posición:

Alcalde:	G. W. Longserre
Concejal:	Richard Selleh
Concejal:	Marion Garcia




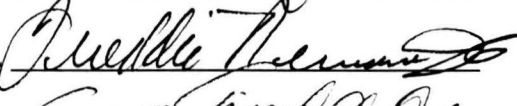
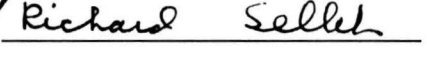
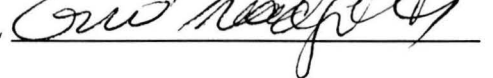
Mientras que; Sí hay provisión, sección, subsección, frase, cláusula o fase de éste ordenanza, o aplicación de misma persona o circunstancia, es para alguna razón está inconstitucional, vacío, inválido (o por una razón inejecutable), el valido de la porción restante de está ordenanza o de su aplicación a otras personas o de circunstancia no sera afectado de éste modo, es el intento del Consejo de Concejal del Pueblo de Thompsons en adoptando éste ordenanza, que no porción o provisión o regulación contenido hay hecho inoperante o faltar por razón de algún anticonstitucional o inválido de algún porción, provisión o regulación, y asta el fin, todo provisiones de éste ordenanza son declarar de estar separado.

Mientras que; Algún ordenanza o partes de ordenanzas en conflicto estan revocando al la extensión de su conflicto solamente.

Ahora por eso ordenando por el Consejo de Concejal del Pueblo de Thompsons, Fort Bend County, Texas: el facto en el preámbulo de éste ordenanza son por éstas fundar y determinado estar verda y correcto y está Ordenanza será efecto inmediatamente encima de pasaje y adopción.

La Secretaria del Pueblo esta directado a poner en fila un copia certificado de éste ordenanza con la oficina de Secretaria de State Elections Division para el State of Texas.

Esta ordenanza será efecto y hacer cumplir de y después de pasaje y aprobación.
Pasado y adoptado después de primero leyendo éste 21st día de Marzo, A.D., 1996.

ALCALDE 	CONCEJAL 
CONCEJAL 	CONCEJAL 
CONCEJAL 	CONCEJAL 

ATESTIGUAR:



LUCYLLE ALLEN, SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS

Yo, Lucylle Allen, Secretaria de la Ciudad del Pueblo de Thompsons, Fort Bend County, Texas ha certificado que todo es verdad y copia correcto de Ordenanza número 88, finalmente pasado y aprobado para el Pueblo de Thompsons, después de primero leyendo en la junta regular el 21st día de Marzo, 1996, y el declaración es atestiguado por la secretaria y que mismo ha absorbido y alistado en los registros del Pueblo de Thompsons, Fort Bend County, Texas.

Ejecutado, debajo de mí mano y sello oficial del Pueblo de Thompsons, Fort Bend County, Texas, éste 21st día de Marzo, 1996.

ATESTIGUAR:



SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS

(SELLO)

TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS

ORDINANCE NUMBER 89A

AN ORDINANCE DECLARING EACH UNOPPOSED CANDIDATE
ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed; and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
- (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.

(b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadlines for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election

(c) A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot:

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the positions listed:

Alderman: Freddie Newsome, Jr.
Alderman: Gina Treadgold
Alderman: Rita Miller


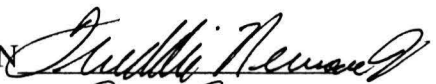
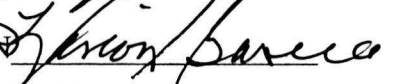

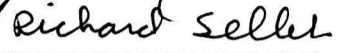
WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict herewith are repealed to the extent of their conflict only.


NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to file a certified copy of this ordinance with the office of the Secretary of State Elections Division for the State of Texas.

This ordinance shall take effect and be in force from and after its passage and approval.
Passed and adopted following the first reading hereof this 20th day of March, A. D., 1997

MAYOR  ALDERMAN 
ALDERMAN  ALDERMAN 
ALDERMAN  ALDERMAN _____

ATTEST:




LUCYLLE ALLEN, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

I, Lucylle Allen, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 89A, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 20th day of March, 1997, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 20th day of March, 1997

ATTEST:



SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

TOWN OF THOMPSONS,
FORT BEND COUNTY, TEXAS
ELECTIONS 1997
CITY SECRETARY CERTIFICATION OF UNOPPOSED
STATUS OF CANDIDATES

In accordance with Texas Election Laws, Subchapter C., Section 2.052, Certification of Unopposed Status, the authority responsible for preparation of the ballot, the City Secretary of the Town of Thompsons, Fort Bend County, Texas, is hereby certifying in writing that all candidates filing for the offices of City Alderman for the 1997 Election, scheduled for May 3, 1997 are unopposed, either by regular filing status or write-in candidates and no Propositions were scheduled to appear on the ballot under the following conditions:

- (1) Only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
- (2) No candidate's name is to be placed on a list of write-in candidates of that office under applicable law.

I, therefore certify that the following Candidates are unopposed and that they are the only Candidate in the filing for a place on the ballot and there are no propositions proposed:


Alderman: Freddie Newsome, Jr.
Alderman: Gina Treadgold
Alderman: Rita Miller

I, Lucylle Allen, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Fort Bend County, Texas, hereby certify that the above and foregoing statements are true and accurate and the statement is duly attested by the Secretary and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Fort Bend County, Texas, this the 20th day of March, 1997

ATTEST:

(SEAL)



SECRETARY

OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

PEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS

ORDENAZA NUMERO 89B

Una ordenanza declarando cada candidato sin oposicion electado a la oficio:

Mientras que; en Subcapitulo C, ("Eleccion de Candidato Sin Oposicion"), Seccion 2.051-2.054 de el Election Codigo del Estado de Tejas:

CAPITULO 2 SUBCAPITULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCION DE CANDIDATO SIN OPOSICION

SECCION 2.051: APLICABILIDAD DE SUBCAPITULO. Este subcapitulo aplica solamente a una eleccion para oficiales de una subdivision politico otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposicion; y
- (2) No proporcion es de aparecer en la balota.

SECCION 2.052: CERTIFICACION DE CONDICION SIN OPOSICION.

(a) La autoridad responsable de tener la balota preparado oficial para formar certificar en escrito que el candidato es sin oposicion para el eleccion de un oficio en:

- (1) Solamente uno candidato's nombre estar puesto en la baloto por esa oficio en seccion 52.003; y
- (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.

(b) El certificacion habre estado entregado a la cuerpo de gobernar de un subdivsion politico lo mas pronto posible despues del solicitado linea vedada para colocacion en la balota y una lista de candidatos escrito.

SECCION 2.053: ACCION DE CERTIFICACION:

(a) En ricibo de certificacion, el cuerpo de gobenar de un subdivsion de orden o ordenanza puede declarar cada candidato sin oposicion para elegido a la oficio.

(b) Si una declaracion es inventado en subseccion (a), no hay eleccions. una copia del orden or ordenanza sera puesto en el dia de eleccion a cada cabina de votar que fue usado en la eleccion.

(c) Un certificacion de eleccion sera dado para cada candidato en el mismo manera a condicion para un candidato electado a la eleccions.

Mientras que; una certificación ha entregado al cuerpo de gobernar el Pueblo de Thompsons, Fort Bend County, Texas por el Secretario de la Ciudad diciendo que no hay candidatos de oposicion y que no hay proporcions en la balota.

Mientras que: todo criterio ha encontrado por el Texas Election Code, el Alcalde y Concejal del Pueblo de Thompsons, Fort Bend County, Texas declarar el proximo candidato sin oposicion estan electado a el posicion:

Concejal: Freddie Newsome
Concejal: Rita Miller
Concejal: Gina Treadgold

Mientras que; Si hay provision, seccion, subseccion, frase, clausula o fase de este ordenanza, o aplicacion de misma persona o circunstancia, es para alguna razon esta inconstitucional, vacio, invalido (o por una razon inejecutable), el valido de la porcions restante de esta ordenanza o de su aplicacion a otras personas o de circunstancia no sera afectado de este modo, es el intento del Consejo de Concejal del Pueblo de Thompsons en adoptando este ordenanza, que no porcion o provision o regulacion contenido hay hecho inoperante o faltar por razon de algun anticonstitucional o invalido de algun porcion, provision o regulacion, y asta el fin, todo provisions de este ordenanza son declarar de estar separado.

Mientras que; Algun ordenanza o partes de ordenanzas en conflicto estan revocando al la extension de su conflicto solamente.

Ahora por eso ordenando por el Consejo de Concejal del Pueblo de Thompsons, Fort Bend County, Texas: el facto en el preambulo de este ordenanza son por estas fundar y determinado estar verda y correcto y esta Ordenanza sera efecto inmediatamente encima de pasaje y adopcion.

La Secretaria del Pueblo esta directado a poner en fila un copia certificado de este ordenanza con la oficina de Secretaria de State Elections Divisions para el State of Texas.

Esta ordenanza sera efecto y hacer cumplir de y despues de pasaje y aprobacion.
Pasado y adoptado despues de primero leyendo este 20th dia de Marzo, A. D., 1997.

ALCALDE [Signature] CONCEJAL [Signature]
CONCEJAL [Signature] CONCEJAL [Signature]
CONCEJAL [Signature] CONCEJAL _____

ATTEST:

[Signature]
SECRETARIA DEL PUEBLO DE THOMPSONS

ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, EXTENDING AND EXPANDING THE TOWN'S EXTRATERRITORIAL JURISDICTION UPON THE REQUEST OF OWNERS OF TERRITORY

WHEREAS, pursuant to the provisions of the Texas Local Government Code, Section 42.022 (b), (formerly Subsection C of Section 3 of the Municipal Annexation Act, Article 970 a, Vernons Texas Civil Statutes, as amended), the owners of all the territory described in Exhibit "A" hereto, which owners are listed in Exhibit "A-1" hereto, said owners being hereinafter referred to as "Petitioners", have presented to the Town of Thompsons, Texas (the "Town") a petition requesting that the Town extend and expand its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town has reviewed said petition and has determined that the facts therein stated are true and correct; that Petitioners are the owners of the territory described in Exhibit "A" hereto; and that said territory is wholly contiguous to the existing extraterritorial jurisdiction of the Town; and

WHEREAS, the Town has determined that it will be in the best interests of the Town and the territory described in Exhibit "A" attached hereto if the Town extends and expands its extraterritorial jurisdiction to include such territory;

NOW, THEREFORE,


BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this ordinance are hereby found and determined to be true and correct.

Section 2. The Town of Thompsons, Texas, hereby extends and expands its extraterritorial jurisdiction to include all of the territory described in Exhibit "A" hereto, which exhibit is incorporated herein and made a part hereof for all purposes.


Section 3. This ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of May, 1997.



G. W. Longserre, Mayor, Town of Thompsons, Texas

ATTEST:



Town Secretary

Town of Thompsons, Texas

(Seal)

EXHIBIT "A" - THE TERRITORY

TRACT 1: 738.8 acres of land, more or less, being described in pages 2 and 3 of this Exhibit "A" attached hereto.

TRACT 2: 1,011.0 acres of land, more or less, being described in pages 4, 5, 6, and 7 of this Exhibit "A" attached hereto.

HENRY STEINKAMP, JR. INC.
 Land Boundary & Topographic Surveying
 909 Fifth Street
 P.O. Box 192
 Rosenberg, Texas 77471
 281/342-2241

Franklin R. Schodek
 Registered Professional Land Surveyor

James L. Syptak, Sr.
 Registered Professional Land Surveyor

April 30, 1997

A Field Note Description of 738.8 Acres of Land, more or less, being all or a part of the Dorothy Booth Myers Harrison call 100.05 Acre, 180.08 Acre and 680.16 Acre Tracts in the Abner Kuykendall League, Abstract #48, Fort Bend County,

For Connection Begin at the South corner of said Abner Kuykendall League, Abstract 48; the West corner of said Henry Jones League, Abstract #39 and in the Northeast line of the Wiley Martin League, Abstract #56 at a re-entrant corner of the Extra-Territorial Jurisdiction Line (E.T.J.) of the City of Thompsons, Texas; said corner also being the South corner of the Daniel R. Booth 155.94 Acre Tract; THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 5228.82 feet, more or less, to the South corner of the Dorothy Booth Myers Harrison 100 Acre Tract and the West corner of the Helen Ann Booth Krolczyk 112.75 Acre Tract; said corner being the PLACE OF BEGINNING for this tract;

THENCE, Continuing North 64deg.39' West, along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 718.6 feet, more or less, to the West corner of said 100 Acre Tract;

THENCE, North 25deg.08' East, 6041.40 feet, more or less, to the North corner of said 100 Acre Tract; said corner being the East corner of the Ruby Collins Myers 100 Acre Tract for corner;

THENCE,, North 64deg.53' West, 721.20 feet, more or less, to the North corner of said Ruby Collins Myers 100 Acre Tract for corner;

THENCE, South 25deg.08' West, 6038.46 feet, more or less, to the West corner of said Ruby Collins Myers 100 Acre Tract and the South corner of the Dorothy Booth Myers Harrison call 680.16 Acre Tract;

THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin

Page 2.

738.4 Acres, more or less,
Fort Bend County, Texas.

League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 4506.90 feet , more or less, to the Southerly West corner of the Dorothy Booth Myers Harrison 680.16 Acre Tract and the West corner of the Abner Kuykendall League, Abstract #48;

THENCE, North 26deg.02' East, 1662.70 feet, more or less, along the Northwest line of the Abner Kuykendall League, Abstract #48 and a Southeast line of the Wiley Martin League, Abstract #56 to the Southeast corner of the Joseph Kuykendall League, Abstract #49; said corner being the South corner of the Dorothy Booth Myers Harrison call 180.08 Acre Tract;

THENCE, North 64deg.14'20" West, 2386.63 feet, more or less, along the Southwest line of the Joseph Kuykendall League, Abstract #49 and a Northeast line of the Wiley Martin League, Abstract #56 to point for corner 1 mile from the City of Rosenberg, Texas, City Limits Line; said corner bears South 64deg.14'20" East, 77.3 feet, more or less, from the West corner of the Dorothy Booth Myers Harrison call 180.08 Acre Tract;

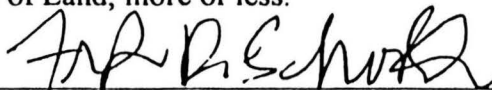
THENCE, Northeasterly, 672.0 feet, more or less, along a curve to the left marking the 1 mile Extra Territorial Jurisdiction (E.T.J.), the Chord= approximately North 21deg.07'50" East, 672.0 feet, more or less, to a point on the City of Sugar Land, Texas, 2 mile E.T.J. line for corner;

THENCE, Northeasterly, 3518.26 feet, more or less, along the City of Sugar Land, Texas, 2 mile E.T.J. line, the Chord=approximately North 84deg.47'30" East, 3502.0 feet, more or less, to a point;

THENCE, Northeasterly along the City of Sugar Land, Texas, 2 mile E.T.J. line approximately North 75deg.14'50" East, 2836.28 feet, more or less, to a point in the Southeast line of the G.C. & S.F. Railroad for corner;

THENCE, South 80deg.10' East, 3271.09 feet, more or less, along the Southwest right-of-way line of the G.C. & S.F. Railroad and Northeast line of the Dorothy Booth Myers Harrison 680.16 Acre Tract to a point for the Northeast corner of this tract; said corner being the Northwest corner of the Helen Ann Booth Krolczyk 112.75 Acre Tract;
THENCE, South 25deg.08' West, 6832.12 feet, more or less, to the place of beginning and containing 738.8 Acres of Land, more or less.

Signed: _____



Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey, based on available information.

HENRY STEINKAMP, JR. INC.
Land Boundary & Topographic Surveying
909 Fifth Street
P.O. Box 192
Rosenberg, Texas 77471
281/342-2241

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James L. Syptak, Sr.
Registered Professional Land Surveyor

May 8, 1997

A Field Note Description of 1011.0 Acres of Land, more or less, being all or a part of the Booth Exempt Marital Trust, Booth Non-Exempt Marital Trust and Booth Family Trust call 669.924 Acre Tract, Booth Non-Marital Trust 1.0 Acre Tract, Booth Non-Exempt Marital Trust 19.0 Acre Tract, Mary D. Myers call 10.99 Acre, 328.08 Acre, 97.0 Acre and 234.99 Acre Tracts, Booth & Krolczyk 1.25 Acre and 49.25 Acre Tracts; Booth Family Trust, Booth Non-Exempt Marital Trust and Booth Marital Trust 37.25 Acre Tract and the Daniel R. Booth call 155.94 Acre and 189.3 Acre Tracts; Donald P. Wenzel 1.012 Acre; Billy Smith 2.50 Acres; Mary K. Nowak 1.09 Acres and James E. Nowak Block 25 Tract; all being in the Henry Jones League, Abstract #39 and Kuykendall League, Abstract #48, Fort Bend County, Texas.

Begin at the South corner of said Abner Kukendall League, Abstract 48; the West corner of said Henry Jones League, Abstract #39 and in the Northeast line of the Wiley Martin League, Abstract #56 at a re-entrant corner of the Extra-Territorial Jurisdiction Line (E.T.J.) of the City of Thompsons, Texas; said corner also being the South corner of the Daniel R. Booth 155.94 Acre Tract and PLACE OF BEGINNING for this description;

THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 3219.15 feet, more or less to the West corner of the Mary D. Myers 328.08 Acre Tract recorded in Volume 357, Page 519 of the Deed Records of Fort Bend County, Texas;

THENCE, North 25deg.08' East, along the Northwest line of said Mary D. Myers 328.08 Acre Tract and the Southeast line of Booth Marital Trust 216.51 Acre Tract, at 7390.9 feet passing the Southwest right-of-way line of the G.C. & S.F. Railroad, in all 7598.28 feet, more or less, to a point in the North right-of-way line of State Farm Market Road No. 2759 for corner;

THENCE, North 80deg.20' West, 600.0 feet, more or less, along the North right-of-way line of State Farm Market Road No. 2759 to the Southwest corner of the original Thomas Walter Booth call 442 Acre Tract on the ground;

Page 2.

1011.0 Acres, more or less

Fort Bend County, Texas.

THENCE, North 26deg.20' East, 1994.0 feet, more or less, along the Southeast line of the Arnetta Hodge, et al call 10 Acre Tract to a point in the City of Sugar Land 2 mile E.T.J. line for corner;

THENCE, Approximately North 66deg.30'08" East, 1305.35 feet, more or less, along the City of Sugar Land 2 mile E.T.J. line to a point for corner;

THENCE, South 65deg. East, 400.0 feet, more or less, along the City of Sugar Land 2 mile E.T. J. line to a point in the East line of the said Thomas Walter Booth call 442 Acre Tract for corner;

THENCE, South 24deg.03'37" West, 1734.54 feet, more or less, along the Southeast line of said Thomas Walter Booth call 442 Acre Tract to the North corner of the Booth Non-Exempt Marital Trust 19.0 Acre Tract and the North corner of Block No. 16 of the TOWN OF BOOTH recorded in Plat Book 2, Page 20 of the Plat Records of Fort Bend County, Texas;

THENCE, South 65deg.02'37" East, 1117.73 feet, more or less, along the Northeast line of Blocks No. 16, 15, 14, 13 and 12 of said TOWN OF BOOTH to a point for corner;

THENCE, North 25deg.09'33" East, 329.87 feet, more or less, along a line between Block No. 1 of the TOWN OF BOOTH and Block No. 1 of CHRISTY'S ADDITION recorded in Plat Book 2, Page 20 of the Plat Records of Fort Bend County, Texas;

THENCE, South 65deg. East, 488.98 feet, more or less, along the centerline of First Street (undeveloped) to the North corner of the Southwestern Bell Telephone Company 1.003 Acre Tract for corner;

THENCE, South 25deg. West, at 40 feet pass the North corner of Block No. 3 of the TOWN OF BOOTH, in all 329.12 feet, more or less, along the Southeast line Avenue F and the Northwest line of Block No. 3 of the TOWN OF BOOTH to the North corner of the Donald P. Wenzel Tract and of Block No. 10 of the TOWN OF BOOTH for corner;

THENCE, South 65deg. East, 210.0 feet along the Northeast line of Block No. 10 of the TOWN OF BOOTH to the East corner of the Donald P. Wenzel Tract and of said Block No. 10 for corner;

THENCE, North 25deg. East, 329.12 feet, more or less, along the Northwest line of the Billy Smith 2.50 Acre Tract to a point for corner; said corner being the East corner of said Southwestern Bell Telephone Company 1.003 Acre Tract;

Page 3.

1011.0 Acres, more or less
Fort Bend County, Texas.

THENCE, South 65deg. East, 580.0 feet, more or less, along the center of First Street (undeveloped) and Northeast line of said Billy Smith 2.50 Acre Tract and of the Mary D. Myers Tract to a point for corner;

THENCE, South 25deg. West, 925.59 feet, more or less, along the Southeast line of Blocks No. 5, 8 and 25 of the TOWN OF BOOTH and the Northwest line of Avenue I (undeveloped), crossing State Farm Market Road No. 2759 and the G.C. & S.F. Railroad to a point in the Southerly right-of-way line of said G.C. & S.F. Railroad for corner;

THENCE, South 63deg.41' 30" East, 330.63 feet, more or less, along the Southerly right-of-way line of said G.C. & S.F. Railroad to a point for corner;

THENCE, North 25deg. East, 160.0 feet, more or less, crossing said G.C. & S.F. Railroad and State Farm Market Road No. 2759 to the Southwest corner of the original Tom R. Booth and Agnes Booth (Booth & Krolczyk) call 49.25 Acre Tract known as Lot No. 4 of the ED & SUDIE HODGES DIVISION of Lot No. 2 of the ESTATE OF WILLIAM & MARY JONES recorded in Volume 34, Page 475 of the Deed Records of Fort Bend County, Texas; then along the Southeast right-of-way line of Agnes Road, in all 1471 feet, more or less, feet to the Northwest corner of the original Tom R. Booth and Agnes Booth (Booth & Krolczyk) 49.25 Acre Tract

THENCE, South 65deg. East, 567.0 feet, more or less, along the Northeast line of said Lot No. 4 to a City of Sugar Land 2 mile E.T.J. line to a point for corner;

THENCE, Southeasterly, 3279.92 feet, more or less, along a curve to the left and a Westerly City of Sugar Land 2 mile E.T.J. line, Chord=approximately South 11deg.38'16" West, 3266.75 feet, more or less, to a point for angle point;

THENCE, Southerly, 4200.0 feet, more or less, along a Westerly City of Sugar Land 2 mile E.T.J. line to a point in the Southeast line of the Daniel R. Booth call 189.30 Acre Tract for corner;

THENCE, South 25deg.41' West, 200.0 feet, more or less, along a Westerly line of the City of Thompsons, Texas E.T.J. line, to the South corner of said Daniel R. Booth call 189.30 Acre Tract;

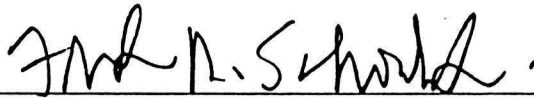
THENCE, North 65deg. West, 3338.0 feet, more or less, along a North line of the City of Thompsons, Texas E.T.J. line, to the West corner of said Daniel R. Booth call 189.30 Acre Tract;

Page 4.
1011.0 Acres, more or less,
Fort Bend County, Texas.

THENCE, South 25deg. West, 2384.0 feet, more or less, along a City of Thompsons, Texas E.T.J. line, to the a corner of the John Jones Survey, Abstract #41;

THENCE, South 25deg. West, 33.33 feet, more or less, along the City of Thompsons, Texas E.T.J. line, to the place of beginning and containing 1011.0 Acres of Land, more or less.

Signed;



Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from available information.

EXHIBIT "A-1" - TRACT OWNERSHIP BY PETITIONERS

TRACT 1:

Parcels F-1, F-2, and F-3 -

Dorothy Booth Myers Harrison

TRACT 2:

Parcels A, B, and E -

Booth Exempt Marital Trust, Booth Non-Exempt Marital Trust, and Booth Family Trust, all created under the Will of Thomas Walter Booth, Deceased; Co-Trustees are Annie Vereah Booth and Daniel Russell Booth.

Parcels C-1, C-2, C-3,
and C-4 -

Mary D. Booth Myers; acting herein by and through Dorothy Myers Harrison, Agent and Attorney-in-Fact, and Mary Ann Carrico, Agent and Attorney-in-Fact.

Parcel D -

Trust Under Article XIII of the Will of Tom R. Booth, Deceased, for Children of Helen Ann Booth Ragsdale Krolczyk; Successor Trustee, Daniel R. Booth

Parcels G-1 and G-2 -

Daniel R. Booth

Parcel H-1 -

Donald P. Wenzel

Parcel H-2 -

Billy Smith

Parcel H-3 -

Mary K. Nowak

Parcel H-4 -

James E. Nowak

(All parcels are shown and identified by location and ownership as Parcels A through H, inclusive, on the map or plat submitted with the Petition.)

PETITION REQUESTING EXPANSION AND EXTENSION
OF EXTRATERRITORIAL JURISDICTION

TO THE HONORABLE MAYOR AND THE BOARD OF ALDERMEN OF THE TOWN OF
THOMPSONS, TEXAS:

The undersigned owners (herein the "Petitioners"), owners of all of the territory described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Territory"), hereby petition and request the Town of Thompsons, Texas (the "Town"), to expand and extend the Town's extraterritorial jurisdiction to include all of the Territory, and would show the following:

I.

Petitioners are the owners of title to all of the land within the Territory, which land is shown on a map or plat submitted with this Petition. The map or plat shows the various component tracts of land within the Territory and contains a depiction and corresponding legend of which component tracts of land within the Territory are owned by which Petitioners. Exhibit "A-1" attached hereto contains a list of the Petitioners and corresponding legend information from the plat concerning tract ownership by the Petitioners.

II.

The Territory is wholly contiguous to the existing extraterritorial jurisdiction of the Town.

III.

Petitioners believe that none of the Territory is located within any other city's existing extraterritorial jurisdiction or city limits; however, if Petitioners are incorrect, Petitioners request that the boundaries of the Territory be revised and reformed so that none of the Territory to be included within the Town's extraterritorial jurisdiction shall be located within any other city's existing extraterritorial jurisdiction or city limits.

IV.

If any portion of this Petition is invalid or unenforceable for any reason, including but not limited to because parts of the Territory are ineligible for inclusion in the extraterritorial jurisdiction of the Town, such invalidity or unenforceability shall not affect any other provision hereof or any part of the Territory which is eligible for inclusion in the extraterritorial jurisdiction of the Town, and this Petition shall be construed as if such invalid or unenforceable provision had never been contained herein.

V.

This Petition and request is made pursuant to the provisions of the Texas Local Government Code, §42.022(b).

VI.

Petitioners believe that it will be in the best interests of Petitioners, the Territory, and the Town if the Town extends and expands its extraterritorial jurisdiction to include all of the Territory.

VII.

If this Petition is challenged prior to action being taken thereon by the Town, Petitioners agree to either: (a) pay or reimburse the Town for all costs, including legal expenses, incurred by it in addressing such challenge or; (b) withdraw the Petition. If the ordinance requested by the Petition to extend the Town's extraterritorial jurisdiction to include the Territory is adopted by the Town, and thereafter such ordinance is challenged in whole or in part, Petitioners agree to either: (a) pay or reimburse the Town for all costs, including legal expenses, incurred by it in defending the ordinance against such challenge, or; (b) give written notice to the Town that Petitioners do not desire to pay such expenses in which case Town may revoke the ordinance or take such other action as is necessary to release the Territory or portion thereof being challenged from the Town's extraterritorial jurisdiction.

VIII.

This Petition is executed by Petitioners in multiple counterparts, all of which constitute one and the same document, and the composite of said counterparts shall be considered one petition.

WHEREFORE, Petitioners pray that this petition be heard and that the Town of Thompsons, Texas duly pass and adopt an ordinance extending and expanding the Town's extraterritorial jurisdiction to include all of the Territory described in Exhibit "A" hereto.

RESPECTFULLY EXECUTED on the respective dates appearing hereinafter opposite the name and signature of each Petitioner.

Date: 5-13-97

Dorothy Booth Myers Harrison
DOROTHY BOOTH MYERS HARRISON

Date: 5-13-97

Dorothy Booth Myers Harrison
DOROTHY MYERS HARRISON, Agent and Attorney-in-Fact for Mary D. Booth Myers

Date: 5-13-97

Mary Ann Carrico
MARY ANN CARRICO, Agent and Attorney-in-Fact for Mary D. Booth Myers

Date: 5-11-97

Daniel R. Booth
DANIEL R. BOOTH

Date: 5-11-97

Daniel R. Booth
DANIEL R. BOOTH, Successor Trustee under the Will of Tom R. Booth, Deceased, of Trust Under Article XIII for Children of Helen Ann Booth Ragsdale Krolczyk

Date: 5-11-97

Annie Vere Booth
ANNIE VEREA BOOTH, Co-Trustee of the Booth Non-Exempt Marital Trust, the Booth Exempt Marital Trust and the Booth Family Trust, under Will of Thomas Walter Booth, Deceased

Date: 5-11-97

Daniel Russell Booth
DANIEL RUSSELL BOOTH, Co-Trustee of the Booth Non-Exempt Marital Trust, the Booth Exempt Marital Trust and the Booth Family Trust, under Will of Thomas Walter Booth, Deceased

Date: 5/12/97

James E. Nowak
JAMES E. NOWAK

Date: 5/11/97

Mary K. Nowak
MARY K. NOWAK

Date: 5/12/97

Billy C. Smith
BILLY SMITH

Date: 5/11/97

Donald P. Wenzel
DONALD P. WENZEL

EXHIBIT "A" - THE TERRITORY

TRACT 1: 738.8 acres of land, more or less, being described in pages 2 and 3 of this Exhibit "A" attached hereto.

TRACT 2: 1,011.0 acres of land, more or less, being described in pages 4, 5, 6, and 7 of this Exhibit "A" attached hereto.

HENRY STEINKAMP, JR. INC.
Land Boundary & Topographic Surveying
909 Fifth Street
P.O. Box 192
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281/342-2241

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

April 30, 1997

A Field Note Description of 738.8 Acres of Land, more or less, being all or a part of the Dorothy Booth Myers Harrison call 100.05 Acre, 180.08 Acre and 680.16 Acre Tracts in the Abner Kuykendall League, Abstract #48, Fort Bend County,

For Connection Begin at the South corner of said Abner Kukendall League, Abstract 48; the West corner of said Henry Jones League, Abstract #39 and in the Northeast line of the Wiley Martin League, Abstract #56 at a re-entrant corner of the Extra-Territorial Jurisdiction Line (E.T.J.) of the City of Thompsons, Texas; said corner also being the South corner of the Daniel R. Booth 155.94 Acre Tract; THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 5228.82 feet, more or less, to the South corner of the Dorothy Booth Myers Harrison 100 Acre Tract and the West corner of the Helen Ann Booth Krolczyk 112.75 Acre Tract; said corner being the PLACE OF BEGINNING for this tract;

THENCE, Continuing North 64deg.39' West, along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 718.6 feet, more or less, to the West corner of said 100 Acre Tract;

THENCE, North 25deg.08' East, 6041.40 feet, more or less, to the North corner of said 100 Acre Tract; said corner being the East corner of the Ruby Collins Myers 100 Acre Tract for corner;

THENCE,, North 64deg.53' West, 721.20 feet, more or less, to the North corner of said Ruby Collins Myers 100 Acre Tract for corner;

THENCE, South 25deg.08' West, 6038.46 feet, more or less, to the West corner of said Ruby Collins Myers 100 Acre Tract and the South corner of the Dorothy Booth Myers Harrison call 680.16 Acre Tract;

THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin

Page 2.

738.4 Acres, more or less,
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League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 4506.90 feet , more or less, to the Southerly West corner of the Dorothy Booth Myers Harrison 680.16 Acre Tract and the West corner of the Abner Kuykendall League, Abstract #48;

THENCE, North 26deg.02' East, 1662.70 feet, more or less, along the Northwest line of the Abner Kuykendall League, Abstract #48 and a Southeast line of the Wiley Martin League, Abstract #56 to the Southeast corner of the Joseph Kuykendall League, Abstract #49; said corner being the South corner of the Dorothy Booth Myers Harrison call 180.08 Acre Tract;

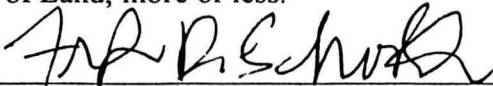
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THENCE, Northeasterly, 672.0 feet, more or less, along a curve to the left marking the 1 mile Extra Territorial Jurisdiction (E.T.J.), the Chord= approximately North 21deg.07'50" East, 672.0 feet, more or less, to a point on the City of Sugar Land, Texas, 2 mile E.T.J. line for corner;

THENCE, Northeasterly, 3518.26 feet, more or less, along the City of Sugar Land, Texas, 2 mile E.T.J. line, the Chord=approximately North 84deg.47'30" East, 3502.0 feet, more or less, to a point;

THENCE, Northeasterly along the City of Sugar Land, Texas, 2 mile E.T.J. line approximately North 75deg.14'50" East, 2836.28 feet, more or less, to a point in the Southeast line of the G.C. & S.F. Railroad for corner;

THENCE, South 80deg.10' East, 3271.09 feet, more or less, along the Southwest right-of-way line of the G.C. & S.F. Railroad and Northeast line of the Dorothy Booth Myers Harrison 680.16 Acre Tract to a point for the Northeast corner of this tract; said corner being the Northwest corner of the Helen Ann Booth Krolczyk 112.75 Acre Tract;
THENCE, South 25deg.08' West, 6832.12 feet, more or less, to the place of beginning and containing 738.8 Acres of Land, more or less.

Signed: 
Registered Professional Land Surveyor No. 1535

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May 8, 1997

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Begin at the South corner of said Abner Kuykendall League, Abstract 48; the West corner of said Henry Jones League, Abstract #39 and in the Northeast line of the Wiley Martin League, Abstract #56 at a re-entrant corner of the Extra-Territorial Jurisdiction Line (E.T.J.) of the City of Thompsons, Texas; said corner also being the South corner of the Daniel R. Booth 155.94 Acre Tract and PLACE OF BEGINNING for this description;

THENCE, North 64deg.39' West (called North 65deg. West) along the Southwest line of said Abner Kuykendall League, Abstract #48 and the Northeast line of said Wiley Martin League, Abstract #48 and along a Northeasterly E.T.J. line of the City of Thompsons, 3219.15 feet, more or less to the West corner of the Mary D. Myers 328.08 Acre Tract recorded in Volume 357, Page 519 of the Deed Records of Fort Bend County, Texas;

THENCE, North 25deg.08' East, along the Northwest line of said Mary D. Myers 328.08 Acre Tract and the Southeast line of Booth Marital Trust 216.51 Acre Tract, at 7390.9 feet passing the Southwest right-of-way line of the G.C. & S.F. Railroad, in all 7598.28 feet, more or less, to a point in the North right-of-way line of State Farm Market Road No. 2759 for corner;

THENCE, North 80deg.20' West, 600.0 feet, more or less, along the North right-of-way line of State Farm Market Road No. 2759 to the Southwest corner of the original Thomas Walter Booth call 442 Acre Tract on the ground;

Page 2.

1011.0 Acres, more or less
Fort Bend County, Texas.

THENCE, North 26deg.20' East, 1994.0 feet, more or less, along the Southeast line of the Arnetta Hodge, et al call 10 Acre Tract to a point in the City of Sugar Land 2 mile E.T.J. line for corner;

THENCE, Approximately North 66deg.30'08" East, 1305.35 feet, more or less, along the City of Sugar Land 2 mile E.T.J. line to a point for corner;

THENCE, South 65deg. East, 400.0 feet, more or less, along the City of Sugar Land 2 mile E.T. J. line to a point in the East line of the said Thomas Walter Booth call 442 Acre Tract for corner;

THENCE, South 24deg.03'37" West, 1734.54 feet, more or less, along the Southeast line of said Thomas Walter Booth call 442 Acre Tract to the North corner of the Booth Non-Exempt Marital Trust 19.0 Acre Tract and the North corner of Block No. 16 of the TOWN OF BOOTH recorded in Plat Book 2, Page 20 of the Plat Records of Fort Bend County, Texas;

THENCE, South 65deg.02'37" East, 1117.73 feet, more or less, along the Northeast line of Blocks No. 16, 15, 14, 13 and 12 of said TOWN OF BOOTH to a point for corner;

THENCE, North 25deg.09'33" East, 329.87 feet, more or less, along a line between Block No. 1 of the TOWN OF BOOTH and Block No. 1 of CHRISTY'S ADDITION recorded in Plat Book 2, Page 20 of the Plat Records of Fort Bend County, Texas;

THENCE, South 65deg. East, 488.98 feet, more or less, along the centerline of First Street (undeveloped) to the North corner of the Southwestern Bell Telephone Company 1.003 Acre Tract for corner;

THENCE, South 25deg. West, at 40 feet pass the North corner of Block No. 3 of the TOWN OF BOOTH, in all 329.12 feet, more or less, along the Southeast line Avenue F and the Northwest line of Block No. 3 of the TOWN OF BOOTH to the North corner of the Donald P. Wenzel Tract and of Block No. 10 of the TOWN OF BOOTH for corner;

THENCE, South 65deg. East, 210.0 feet along the Northeast line of Block No. 10 of the TOWN OF BOOTH to the East corner of the Donald P. Wenzel Tract and of said Block No. 10 for corner;

THENCE, North 25deg. East, 329.12 feet, more or less, along the Northwest line of the Billy Smith 2.50 Acre Tract to a point for corner; said corner being the East corner of said Southwestern Bell Telephone Company 1.003 Acre Tract;

Page 3.

1011.0 Acres, more or less
Fort Bend County, Texas.

THENCE, South 65deg. East, 580.0 feet, more or less, along the center of First Street (undeveloped) and Northeast line of said Billy Smith 2.50 Acre Tract and of the Mary D. Myers Tract to a point for corner;

THENCE, South 25deg. West, 925.59 feet, more or less, along the Southeast line of Blocks No. 5, 8 and 25 of the TOWN OF BOOTH and the Northwest line of Avenue I (undeveloped), crossing State Farm Market Road No. 2759 and the G.C. & S.F. Railroad to a point in the Southerly right-of-way line of said G.C. & S.F. Railroad for corner;

THENCE, South 63deg.41' 30" East, 330.63 feet, more or less, along the Southerly right-of-way line of said G.C. & S.F. Railroad to a point for corner;

THENCE, North 25deg. East, 160.0 feet, more or less, crossing said G.C. & S.F. Railroad and State Farm Market Road No. 2759 to the Southwest corner of the original Tom R. Booth and Agnes Booth (Booth & Krolczyk) call 49.25 Acre Tract known as Lot No. 4 of the ED & SUDIE HODGES DIVISION of Lot No. 2 of the ESTATE OF WILLIAM & MARY JONES recorded in Volume 34, Page 475 of the Deed Records of Fort Bend County, Texas; then along the Southeast right-of-way line of Agnes Road, in all 1471 feet, more or less, feet to the Northwest corner of the original Tom R. Booth and Agnes Booth (Booth & Krolczyk) 49.25 Acre Tract

THENCE, South 65deg. East, 567.0 feet, more or less, along the Northeast line of said Lot No. 4 to a City of Sugar Land 2 mile E.T.J. line to a point for corner;

THENCE, Southeasterly, 3279.92 feet, more or less, along a curve to the left and a Westerly City of Sugar Land 2 mile E.T.J. line, Chord=approximately South 11deg.38'16" West, 3266.75 feet, more or less, to a point for angle point;

THENCE, Southerly, 4200.0 feet, more or less, along a Westerly City of Sugar Land 2 mile E.T.J. line to a point in the Southeast line of the Daniel R. Booth call 189.30 Acre Tract for corner;

THENCE, South 25deg.41' West, 200.0 feet, more or less, along a Westerly line of the City of Thompsons, Texas E.T.J. line, to the South corner of said Daniel R. Booth call 189.30 Acre Tract;

THENCE, North 65deg. West, 3338.0 feet, more or less, along a North line of the City of Thompsons, Texas E.T.J. line, to the West corner of said Daniel R. Booth call 189.30 Acre Tract;

Page 4.
1011.0 Acres, more or less,
Fort Bend County, Texas.

THENCE, South 25deg. West, 2384.0 feet, more or less, along a City of Thompsons, Texas E.T.J. line, to the a corner of the John Jones Survey, Abstract #41;

THENCE, South 25deg. West, 33.33 feet, more or less, along the City of Thompsons, Texas E.T.J. line, to the place of beginning and containing 1011.0 Acres of Land, more or less.

Signed; 
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from available information.

EXHIBIT "A-1" - TRACT OWNERSHIP BY PETITIONERS

TRACT 1:

Parcels F-1, F-2, and F-3 -

Dorothy Booth Myers Harrison

TRACT 2:

Parcels A, B, and E -

Booth Exempt Marital Trust, Booth Non-Exempt Marital Trust, and Booth Family Trust, all created under the Will of Thomas Walter Booth, Deceased; Co-Trustees are Annie Vereia Booth and Daniel Russell Booth.

Parcels C-1, C-2, C-3,
and C-4 -

Mary D. Booth Myers; acting herein by and through Dorothy Myers Harrison, Agent and Attorney-in-Fact, and Mary Ann Carrico, Agent and Attorney-in-Fact.

Parcel D -

Trust Under Article XIII of the Will of Tom R. Booth, Deceased, for Children of Helen Ann Booth Ragsdale Krolczyk; Successor Trustee, Daniel R. Booth

Parcels G-1 and G-2 -

Daniel R. Booth

Parcel H-1 -

Donald P. Wenzel

Parcel H-2 -

Billy Smith

Parcel H-3 -

Mary K. Nowak

Parcel H-4 -

James E. Nowak

(All parcels are shown and identified by location and ownership as Parcels A through H, inclusive, on the map or plat submitted with the Petition.)